JACKSON
Founded 1829

# AGENDA- CITY COUNCIL MEETING

Tuesday, August 15, 2023
6:30 PM

Page

**1. CALL TO ORDER.**

**2. PLEDGE OF ALLEGIANCE.**

Invocation will be given by 4th Ward Councilmember Laura Dwyer Schlecte

**3. ROLL CALL.**

**4. ADOPTION OF AGENDA.**

**5. PRESENTATIONS/PROCLAMATIONS.**

5.1. Update from Sheriff Schuette

**6. PUBLIC HEARINGS.** 10 - 11

Confirmation Memo_3429 3430 3431 3435 3436 3439.pdf

6.1. Special Assessment Roll No. 3447- North Street, West Avenue to Wisner

Open the public hearing for Special Assessment Roll No. 3447 -North Street, West Avenue to Wisner Street.

Close the public hearing

Approve a resolution confirming Special Assessment Roll No. 3447 for pavement replacement on North Street, from West Avenue to Wisner.

6.2. Special Assessment Roll No. 3439 - Williams Street, Biddle to Wilkins 12 - 13

SA Roll 3439 agenda item 8.15.23.pdf

Open the public hearing for Special Assessment Roll No. 3439 - Williams Street

Close the public hearing

Approve a resolution confirming Special Assessment Roll No. 3439 for street reconstruction and water and sewer main replacement on Williams Street

6.3. Special Assessment Roll No. 3436 - McBride, Fourth to First Street 14 - 18

SA Roll No 3436 agenda item 8.15.23.pdf

Open the public hearing for Special Assessment Roll No. 3436 - McBride Street

Close the public hearing

Approve a resolution confirming Special Assessment Roll No. 3436 for street reconstruction and water main replacement on McBride Street

6.4. Special Assessment Roll No. 3435 Grinnell, Norfolk to Wildwood 19 - 22

SA Roll 3435 agenda item 8.15.23.pdf

Open the public hearing for Special Assessment Roll No. 3435 - Grinnell Street

Close the public hearing

Approve a resolution confirming Special Assessment Roll No. 3435 for street reconstruction and water main replacement on Grinnell Street

6.5. Special Assessment Roll No. 3431, Dwight Street, Chapin to Tyson 23 - 26

SA Roll No 3431 agenda item 8.15.23.pdf

Open the public hearing for Special Assessment Roll No. 3431 - Dwight Street

Close the public hearing

Approve a resolution confirming Special Assessment Roll No. 3431 for street reconstruction and water main replacement

on Dwight Street, from Chapin to Tyson

6.6. Special Assessment Roll No. 3430 Deyo Street, from Elm to Gorham 27 - 31

SA Roll No 3430 agenda item 8.15.23.pdf

Open the public hearing for Special Assessment Roll No. 3430, Deyo Street

Close the public hearing for Special Assessment Roll No. 3430

Approve a resolution confirming Special Assessment Roll No. 3430 for street reconstruction and water and sewer main replacement on Deyo Street, from Elm to Gorham

6.7. Special Assessment Roll No. 3429 Burr Street, State to Waterloo 32 - 34

SA Roll No 3429 agenda item 8.15.23.pdf

Open the public hearing for Special Assessment Roll No. 3429, Burr Street, State to Waterloo

Close the public hearing

Approve a resolution confirming Special Assessment Roll No. 3429 for street reconstruction and water and sewer main replacement on Burr Street, from State to Waterloo

6.8. Special Assessment Roll No. 3427 - Biddle Street, Greenwood to Williams 35 - 36

SA Roll No 3427 agenda item 8.15.23.pdf

Open the public hearing for Special Assessment Roll No. 3427 - Biddle Street

Close the public hearing

Approve a resolution confirming Special Assessment Roll No. 3427 for street reconstruction and water and sewer main replacement on Biddle Street, from Greenwood to Williams.

6.9. Special Assessment Roll No. 3428 - Burr Street, Cooper to State. 37 - 38

SA Roll No 3428 agenda item 8.15.23.pdf

Open the public hearing for Special Assessment Roll No. 3428 - Burr Street, Cooper to State.

Close the public hearing

Approve a resolution confirming Special Assessment Roll No. 3428 for street reconstruction and water and sewer main replacement on Burr Street, from Cooper to State

Adjourn as a Board of Review and reconvene as City Council

## 7. CITIZEN COMMENTS.

(3-Minute Limit)

## 8. PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES.

(Accept and Place on File)

8.1. City of Jackson, Michigan Financial Statements as of and for the Twelve Months Ended June 30, 2023 — 39 - 46

Monthly Fin Stmts 2023-06-30.pdf

## 9. CONSENT CALENDAR

Consent Action

9.1. Minutes of the July 11, 2023 Regular Meeting of the Jackson City Council — 47 - 55

CCMIN 7.11.23.pdf

*Approve the minutes from the July 11, 2023 Regular Meeting of the Jackson City Council.*

9.2. Recognition of Jackson Pride Center as a non-profit organization — 56 - 57

jackson pride center agenda item.pdf

*Approve a resolution recognizing Jackson Pride Center as a non-profit organization for the purposes of obtaining a charitable gaming license through the State of Michigan.*

9.3. Accept with regret, the resignation of Latrivia Guinn from the Human Relations Commission — 58

Guinn Resignation - HRC.pdf

9.4. Appointment to the Human Relations Commission — 59 - 62

HRC Appointment - Holt.pdf

*Approval of the Mayor's recommendation to appoint Barbara Holt a to the Human Relations Commission, for a term of three years, beginning immediately and ending on December 31, 2026*

9.5. Appointment to the Human Relations Commission 63 - 66

HRC Appointment - Jha.pdf

*Approval of the Mayor's recommendation to appoint Bikash Jha to the Human Relations Commission, for a term of three years, beginning immediately and ending on December 31, 2026*

9.6. Reappointments to the Downtown Development Authority 67 - 78

DDA Reappointments - Sharrer-Butterfield and Christoff.pdf

*Approval of the Mayor's recommendation to reappoint Kelly Sharrer, Jason Butterfield and Ted Christoff to the Downtown Development Authority, each for a four-year term, beginning immediately and ending on March 31, 2027*

9.7. Special Event Application: Fall Fest & Chili Classic 79 - 91

SEA- Fall Fest & Chili Classic 2023.pdf

*Approve a request from the Downtown Development Authority and McKibbin Media to host the Fall Fest & Chili Classic on September 30, 2023, in downtown Jackson.*

9.8. Special Event Application: Grand River Environmental Action Team Grand River Cleanup 92 - 99

SEA- Grand River Cleanup.pdf

*Approve a request from the Grand River Environmental Action Team to host their Grand River Cleanup on September 9, 2023, in the Grand River and R.A. Greene Park.*

9.9. Special Event Application: Loomis Park Community 100 - 106

SEA_Loomis Park.pdf

*Approve a request from the Nation Outside with Safe & Just Michigan to host their Loomis Park Community on August 18, 2023, at Loomis Park in the City of Jackson.*

9.10. Special Event Application: Public Rosary 107 - 115

SEA--Public Rosary.pdf

*Approve a request from Queen of the Miraculous Medal Church to host their Public Rosary on October 8, 2023, in Horace Blackman Park and*

*the True Community Credit Union City Square.*

9.11. Special Event Application: Beats in the Park 116 - 122

SEA--Beats in the Park.pdf

*Approve a request from Double Crossed Media, LLC to host Beats in the Park on Saturday, September 23, 2023, in Horace Blackman, Bucky Harris Parks, Grand River Pavilion, and the streets of downtown Jackson.*

9.12. Special Event Application: Henry Ford Allegiance Health "Race to Health" 123 - 129

SEA- Race to Health.pdf

*Approve a request from Henry Ford Allegiance Health to host their Race to Health on October 14, 2023, in/around the Sparks Foundation ("Cascades") Park.*

## 10. OTHER BUSINESS.

## 11. NEW BUSINESS.

11.1. Resolution for approval of a contract with the Michigan Department of Transportation for work on North Street from Wisner Street to West Avenue. 130 - 160

Engineering Resolution for MDOT Contract North-Wisner to West.pdf

*Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for North Street from Wisner Street to West Avenue, and authorize the Mayor and City Clerk to execute the appropriate documents.*

11.2. Approve a Revocable License for Flock Safety for Gunshot Audio Detection Devices on Public Streets 161 - 168

Engineering Rev License Flock Safety Detection Devices.pdf

*Approve a Revocable License for Flock Safety for the installation of pole-mounted solarpowered gunshot audio detection devices within the public street rights-of-way within an area bound by Franklin Street, South Cooper Street, Prospect Street and Fourth Street and authorize the Mayor and City Clerk to execute the appropriate document(s).*

11.3. Contract Award for the MLK Corridor Reimagined Engineering 169 - 180

Engineering MLK Corridor Eng Contract Award.pdf

*Approve the award for the MLK Corridor Reimagined Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, Michigan in the amount of $ 1,069,099.00 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.*

11.4. Change Order 1 to the 2022 Pavement Marking contract with PK Contacting, Inc. 181 - 184

Engineering Change Order 1 2022 Pavement Marking Contract.pdf

*Approve Change Order 1 to the 2022 Pavement Marking contract with PK Contracting of Troy, Michigan in the amount of $107,882.50 for street pavement markings and authorize the City Manager and City Engineer to execute the appropriate document.*

11.5. Change Order 1 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc. 185 - 188

Engineering Change Order 1 2023 HMA Pvmt Patching.pdf

*Approve Change Order 1 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of $39,923.75 for asphalt pavement patching to City of Jackson Parking Lot #21 located on Blackstone Street between W. Michigan Avenue and Pearl Street and authorize the City Manager and City Engineer to execute the appropriate document.*

11.6. Change Order 2 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc. 189 - 192

Engineering Change Order 2 2023 HMP Pvmt Patching.pdf

*Approve Change Order 2 to the HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of $86,577.36 for the repair of a collapsed sanitary sewer and manhole located on Page Avenue at the intersection of Elm Avenue and authorize the City Manager and City Engineer to execute the appropriate document.*

11.7. Approve a Revocable License for an Illuminated Awning for RJ'S Metropolitan Ice Cream at 135 E. Michigan Avenue. 193 - 200

Engineering Rev License Awning RJs Metropolitan Ice Cream.pdf

*Approve a Revocable License for RJ'S Metropolitan Ice Cream for the installation of an illuminated awning within the Michigan Avenue public right-of-way at 135 E. Michigan Avenue and authorize the Mayor and City Clerk to execute the appropriate document(s).*

11.8. Change Order No. 2 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. 201 - 251

CWSRF-Allied Contract Change Order #2.pdf

*Approval of Change Order No. 2 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of $704,785, and authorize the City Manager and Director of Public Works to execute the appropriate documents.*

11.9. Sale of City owned vacant property and approval of development agreement. 252 - 288

Council Agenda Item Packet Property Sale The Blackstone PIVOTAL.pdf

*Approve the Sale of City owned property located at 209 N Blackstone Street, PIN # 1-0102.1000 and the Southwest portion of City owned property located at 221 W. Louis Glick Hwy, PIN # 1-0090.1000 (132 ft x 132ft approximately), to Pivotal GP Holing LLC for the sale price of Four Hundred Thousand Dollars ($400,000). And approve the Development Agreement between the City of Jackson and The Blackstone Limited Dividend Housing Association LLC. Allow the City Manager and City Attorney to make minor modification to the Purchase Agreement and Development Agreement.*

11.10. Budget Amendment to allocate funds to the Building Demolition Fund 289 - 468

Demolition 2023 Budget Amendment wResolution Council Agenda Item packet.pdf

*Approve a budget amendment from budge year 2023/2024 to reallocate $193,402 from the General Fund to the Building Demolition Fund.*

11.11. Approve revised Program Guidelines for the 100 Homes Program 469 - 479

8.15.23 CC Agenda Packet Item 100 Homes Revised Guidelines.pdf

*Approve the revised Program Guidelines for the 100 Homes Program, and authorize the City Manager and City Attorney to make minor modifications as needed.*

11.12. Approve Development Agreements and Lot Purchase Agreement for the 100 Homes Program 480 - 514

8.15.23 CC Agenda Packet Item 100 Homes Agreements.pdf

*Approve the Development Agreements and Lot Purchase Agreement for the 100 Homes Program; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of 100 Homes Program eligible lots to the recommended developers; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.*

11.13. Resolution for the Grant Agreement with the Michigan State Housing Development Authority — 515 - 595

8.15.23--CC Packet Item, MICH Grant Agreement.pdf

*Approve a resolution to enter into a grant agreement with the Michigan State Housing Development Authority for the MSHDA Investing in Community Housing (MICH) grant, authorize the Mayor to execute the appropriate documents, and authorize the City Manager and/or Grant Coordinator to sign and submit any additional grant related reports and forms.*

11.14. Change in Scope of Social Workers — 596 - 597

Social Worker Change.pdf

*Approve a change in scope of the Social Workers budgeted for the Police Department to include all community members, in addition to the GVI-focused activities originally planned.*

11.15. Development Agreement with Pryor's BBQ House LLC — 598 - 601

DEVELOPMENT AGREEMENT - 8.8.23.docx

*Approve the Development Agreement between the City of Jackson and Pryor's BBQ House LLC located at 221 W. Prospect St*

**12. CITY COUNCILMEMBER'S COMMENTS.**

**13. MANAGER'S COMMENTS.**

**14. ADJOURNMENT.**

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

**MEMO TO:** Honorable Mayor and City Councilmembers

**FROM:** Andrea Muray, City Clerk

**DATE:** August 15, 2023

**SUBJECT:** Confirmation of Special Assessment Rolls.

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**RECOMMENDATION:**

RECESS AS A CITY COUNCIL AND CONVENE AS A BOARD OF REVIEW:

6.1 Public Hearing on the confirmation of Special Assessment Roll No. 3429 for street reconstruction and water and sewer main replacement on Burr Street from State to Waterloo.

1. Resolution confirming Roll No. 3429

6.2 Public Hearing on the confirmation of Special Assessment Roll No. 3430 for street reconstruction and water and sewer main replacement on Deyo Street from Elm to Gorham.

1. Resolution confirming Roll No. 3430

6.3 Public Hearing on the confirmation of Special Assessment Roll No. 3431 for street reconstruction and water main replacement on Dwight Street from Chapin to Tyson.

1. Resolution confirming Roll No. 3431

6.4 Public Hearing on the confirmation of Special Assessment Roll No. 3435 for street reconstruction and water main replacement on Grinnell Street from Norfolk to Wildwood.

1. Resolution confirming Roll No. 3435

6.5 Public Hearing on the confirmation of Special Assessment Roll No. 3436 for street reconstruction and water main replacement on McBride Street from Fourth to First Street.

1. Resolution confirming Roll No. 3436

6.6 Public Hearing on the confirmation of Special Assessment Roll No. 3439 for street reconstruction and water and sewer main replacement on Williams Street from Biddle to Wilkins.

1. Resolution confirming Roll No. 3439

ADJOURN AS A BOARD OF REVIEW AND RECONVENE AS CITY COUNCIL

The required notice was published in the Jackson Citizen Patriot and a notification letter was sent to each property owner.

Resolutions and the Special Assessment Rolls are attached to each agenda item.

I recommend adoption of the resolutions after the public hearings are held. Your consideration and concurrence is appreciated.

C: Jonathan Greene, City Manager

**RESOLUTION**
**STREET RECONSTRUCTION AND WATER AND SEWER MAIN REPLACEMENT ON WILLIAMS STREET**

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water sewer main replacement on Williams Street, from Biddle to Wilkins Street which assessments were by him placed on Assessment Roll No. 3439 in the amount of $44,600.00 and reported to the City Council as its meeting held on the 11th day of July, 2023; and

WHEREAS, notice was duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, July 11, 2023, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

WHEREAS, the City Council voted to provide additional time for owners to provide objection petitions by rescheduling the public hearing until the August 15, 2023 City Council meeting; and

WHEREAS, the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the special assessments as contained in said roll are hereby confirmed and made valid liens against the property and valid claims against the owners thereof, and the City Clerk is hereby directed to make certificates of this determination and attach the same to said roll and to turn said roll over to the City Treasurer for collection; and

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3439 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 2.75% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

BE IT FURTHER RESOLVED that the unpaid balance of any special assessment, including pro rata interest charges, may be paid in full at any time and that each and any special assessment may be paid without interest if payment in full by the first summer tax bill following the date of confirmation.

* * * * *

State of Michigan )
County of Jackson) ss
City of Jackson )

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 15th day of August, 2023.

IN WITNESS WHEREOF, I have affixed my signature and the Seal of the City of Jackson, Michigan, on this 16th day of August 2023.

_____
Andrea Muray, City Clerk

Roll for Year 2023
Population: Special Assessment District (3439)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3439 | 4-073700000 | 0.00 | 0.00 | | 0.00 | 200.00 | 200.00 |
| WILLIAMS, BIDDLE | RODRIGUEZ VICTORIA L | 0.00 | | | | 0.00 | |
| | 136 W BIDDLE ST | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| E 90 FT OF LOT 131 ASSESSOR'S SOUTH PLAT | | | | | | | |
| 3439 | 4-075100000 | 0.00 | 0.00 | | 0.00 | 150.00 | 150.00 |
| WILLIAMS, BIDDLE | BEAVERS WANDA A | 0.00 | | | | 0.00 | |
| | 122 W BIDDLE ST | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| LOT 148 & W 2 FT OF LOT 149 ASSESSOR'S SOUTH PLAT | | | | | | | |
| 3439 | 4-076100000 | 0.00 | 0.00 | | 0.00 | 9,800.00 | 9,800.00 |
| WILLIAMS, BIDDLE | PARTNERSHIP PARK I LTD DIV HOUSING | 0.00 | | | | 0.00 | |
| | 4275 FIVE OAKS DR | | | | | | |
| | LANSING MI 48911 | | | | | | |
| LOT 158 EX E 66 FT ASSESSOR'S SOUTH PLAT | | | | | | | |
| 3439 | 4-076200000 | 0.00 | 0.00 | | 0.00 | 7,700.00 | 7,700.00 |
| WILLIAMS, BIDDLE | BROW WILLIAM C & PENNY D LE | 0.00 | | | | 0.00 | |
| | 678 DOLLAR LAKE DR | | | | | | |
| | JACKSON MI 49201 | | | | | | |
| LOT 159 ASSESSOR'S SOUTH PLAT | | | | | | | |
| 3439 | 4-076300000 | 0.00 | 0.00 | | 0.00 | 26,750.00 | 26,750.00 |
| WILLIAMS, BIDDLE | WILLIAMS & WILKINS LLC | 0.00 | | | | 0.00 | |
| | 636 CHESTER ST | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| LOT 160 ASSESSOR'S SOUTH PLAT | | | | | | | |
| Total Parcels: 5 | | 0.00 | 0.00 | | 0.00 | 44,600.00 | 44,600.00 |
| | | 0.00 | | | | 0.00 | |



v.1.0 5.39122

**RESOLUTION**
**STREET RECONSTRUCTION AND WATER MAIN REPLACEMENT ON MCBRIDE STREET**

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water main replacement on McBride Street, from Fourth to First Street which assessments were by him placed on Assessment Roll No. 3436 in the amount of $285,670.35 and reported to the City Council as its meeting held on the 11th day of July, 2023; and

WHEREAS, notice was duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, July 11, 2023, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

WHEREAS, the City Council voted to provide additional time for owners to provide objection petitions by rescheduling the public hearing until the August 15, 2023 City Council meeting; and

WHEREAS, the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the special assessments as contained in said roll are hereby confirmed and made valid liens against the property and valid claims against the owners thereof, and the City Clerk is hereby directed to make certificates of this determination and attach the same to said roll and to turn said roll over to the City Treasurer for collection; and

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3436 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 2.75% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

BE IT FURTHER RESOLVED that the unpaid balance of any special assessment, including pro rata interest charges, may be paid in full at any time and that each and any special assessment may be paid without interest if payment in full by the first summer tax bill following the date of confirmation.

* * * * *

State of Michigan )
County of Jackson) ss
City of Jackson )

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 15th day of August, 2023.

IN WITNESS WHEREOF, I have affixed my signature and the Seal of the City of Jackson, Michigan, on this 16th day of August 2023.

_____
Andrea Muray, City Clerk

Roll for Year 2023
Population: Special Assessment District (3436)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3436 | 3-206900000 | 0.00 | 0.00 | | 0.00 | 1,000.00 | 1,000.00 |
| MCBRIDE, FOURTH - KOPP KENYON | | 0.00 | | | | 0.00 | |
| | 612 MCBRIDE ST | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| W 44 FT OF LOTS 1 & 2 BLK 11 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-2070.0100 | 0.00 | 0.00 | | 0.00 | 8,130.32 | 8,130.32 |
| MCBRIDE, FOURTH - COVERT SCOTT | | 0.00 | | | | 0.00 | |
| | 610 MCBRIDE ST | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| E 44 FT OF W 88 FT OF LOTS 1 & 2 BLK 11 HARWOOD'S ADD, ALSO S 46 OF LOT 1 BLK 3 EATON WEBSTER & HARWOOD'S ADD | | | | | | | |
| COMBINED ON 01/28/2020 FROM 3-207000000, 3-198100000 | | | | | | | |
| 3436 | 3-207100000 | 0.00 | 0.00 | | 0.00 | 8,130.32 | 8,130.32 |
| MCBRIDE, FOURTH - JOHNSON JAMIE L | | 0.00 | | | | 0.00 | |
| | 608 MCBRIDE ST | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| E 44 FT OF LOTS 1 & 2 BLK 11 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-207200000 | 0.00 | 0.00 | | 0.00 | 8,130.32 | 8,130.32 |
| MCBRIDE, FOURTH - KEENA JENNIFER E | | 0.00 | | | | 0.00 | |
| | 606 MCBRIDE ST | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| W 44 FT OF LOT 3 BLK 11 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-207300000 | 0.00 | 0.00 | | 0.00 | 8,130.32 | 8,130.32 |
| MCBRIDE, FOURTH - SUPER KATHERINE E | | 0.00 | | | | 0.00 | |
| | 604 MCBRIDE ST | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| W 22 FT OF LOT 4 & E 22 FT OF LOT 3 BLK 11 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-207500000 | 0.00 | 0.00 | | 0.00 | 10,347.68 | 10,347.68 |
| MCBRIDE, FOURTH - KELLER DARREN & REPP KARLIE A | | 0.00 | | | | 0.00 | |
| | 516 MCBRIDE ST | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| W 56 FT OF LOT 6 BLK 11 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-207600000 | 0.00 | 0.00 | | 0.00 | 9,978.12 | 9,978.12 |
| MCBRIDE, FOURTH - MILLER MARCIA J | | 0.00 | | | | 0.00 | |
| | 512 MCBRIDE ST | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| E 10 FT OF LOT 6 & W 44 FT OF LOT 7 BLK 11 HARWOOD'S ADD | | | | | | | |
| 6 | 3-207700000 | 0.00 | 0.00 | | 0.00 | 8,130.32 | 8,130.32 |
| RIDE, FOURTH - SPREEMAN RUSSELL | | 0.00 | | | | 0.00 | |
| | 510 MCBRIDE ST | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| E 2 T OF LOT 7 & W 22 FT OF LOT 8 BLK 11 HARWOOD'S ADD | | | | | | | |


v.1.0 5.39122

Roll for Year 2023
Population: Special Assessment District (3436)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3436 | 3-207800000 | 0.00 | 0.00 | | 0.00 | 8,130.32 | 8,130.32 |
| MCBRIDE, FOURTH - LYMAN ERIK T & SARAH L<br>508 MCBRIDE ST<br>JACKSON MI 49203 | | 0.00 | | | | 0.00 | |
| E 44 FT OF LOT 8 BLK 11 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-207900000 | 0.00 | 0.00 | | 0.00 | 12,195.48 | 12,195.48 |
| MCBRIDE, FOURTH - GLOVER SARAH M<br>506 MCBRIDE ST<br>JACKSON MI 49203 | | 0.00 | | | | 0.00 | |
| LOT 9 BLK 11 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-208000000 | 0.00 | 0.00 | | 0.00 | 8,130.32 | 8,130.32 |
| MCBRIDE, FOURTH - CARTER DAVID A ET AL<br>502 MCBRIDE ST<br>JACKSON MI 49203 | | 0.00 | | | | 0.00 | |
| W 44 FT OF LOT 10 BLK 11 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-208100000 | 0.00 | 0.00 | | 0.00 | 8,130.32 | 8,130.32 |
| MCBRIDE, FOURTH - TYSON CHAD M & LEAH M<br>500 MCBRIDE ST<br>JACKSON MI 49203 | | 0.00 | | | | 0.00 | |
| E 22 FT OF LOT 10 & W 22 FT OF LOT 11 BLK 11 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-208200000 | 0.00 | 0.00 | | 0.00 | 8,130.32 | 8,130.32 |
| MCBRIDE, FOURTH - KARAZIM JOHN J<br>412 MCBRIDE ST<br>JACKSON MI 49203 | | 0.00 | | | | 0.00 | |
| E 44 FT OF LOT 11 BLK 11 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-208300000 | 0.00 | 0.00 | | 0.00 | 12,195.48 | 12,195.48 |
| MCBRIDE, FOURTH - ANDERSON VERNICE M & FRANKLIN<br>410 MCBRIDE ST<br>JACKSON MI 49203 | | 0.00 | | | | 0.00 | |
| LOT 12 BLK 11 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-208500000 | 0.00 | 0.00 | | 0.00 | 15,000.00 | 15,000.00 |
| MCBRIDE, FOURTH - MOORE SCOTT E III ET AL<br>1028 FIRST ST<br>JACKSON MI 49203 | | 0.00 | | | | 0.00 | |
| LOT 14 BLK 11 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-208600000 | 0.00 | 0.00 | | 0.00 | 9,239.00 | 9,239.00 |
| RIDE, FOURTH - SMITH MAX C JR & SUSAN L<br>611 MCBRIDE ST<br>JACKSON MI 49203 | | 0.00 | | | | 0.00 | |
| W 5 T OF LOTS 1 & 2 BLK 12 HARWOOD'S ADD | | | | | | | |


v.1.0 5.39122

Roll for Year 2023
Population: Special Assessment District (3436)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3436 | 3-208700000 | 0.00 | 0.00 | | 0.00 | 9,054.22 | 9,054.22 |
| MCBRIDE, FOURTH - | OLLILA ANDREA L<br>7416 MAGGIE DR<br>ANTOICH TN 37013 | 0.00 | | | | 0.00 | |
| E 49 FT OF W 6 RDS OF LOTS 1 & 2 BLK 12 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-208800000 | 0.00 | 0.00 | | 0.00 | 9,054.22 | 9,054.22 |
| MCBRIDE, FOURTH - | WALL TYLER<br>607 MC BRIDE ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| E 33 FT OF LOTS 1 & 2 & W 16 FT OF LOT 5 BLK 12 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-209200000 | 0.00 | 0.00 | | 0.00 | 9,239.00 | 9,239.00 |
| MCBRIDE, FOURTH - | HOOVER CHRISTOPHER D & SUSAN M LE<br>758 UNION ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| E 50 FT OF LOT 5 BLK 12 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-209500000 | 0.00 | 0.00 | | 0.00 | 12,195.48 | 12,195.48 |
| MCBRIDE, FOURTH - | SLONE SCOTT & BONNIE ET AL<br>601 MCBRIDE ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| N 72 FT OF LOT 7 BLK 12 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-209800000 | 0.00 | 0.00 | | 0.00 | 12,195.48 | 12,195.48 |
| MCBRIDE, FOURTH - | ANGSTMAN ETHAN A ET AL<br>519 MCBRIDE ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 11 BLK 12 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-210000000 | 0.00 | 0.00 | | 0.00 | 12,195.48 | 12,195.48 |
| MCBRIDE, FOURTH - | GAUSS MAXWELL J<br>515 MCBRIDE ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 13 BLK 12 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-210300000 | 0.00 | 0.00 | | 0.00 | 12,195.48 | 12,195.48 |
| MCBRIDE, FOURTH - | SEAMAN GEORGE<br>509 MCBRIDE ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 15 BLK 12 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-210500000 | 0.00 | 0.00 | | 0.00 | 10,925.00 | 10,925.00 |
| RIDE, FOURTH - | HYDE WILLIAM T JR<br>2105 GANTON DR<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT BLK 12 HARWOOD'S ADD | | | | | | | |


v.1.0 5.39122

Roll for Year 2023
Population: Special Assessment District (3436)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3436 | 3-210700000 | 0.00 | 0.00 | | 0.00 | 12,195.48 | 12,195.48 |
| MCBRIDE, FOURTH - | JOHNSON BRITNEY L<br>503 MCBRIDE ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 19 BLK 12 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-211000000 | 0.00 | 0.00 | | 0.00 | 12,195.48 | 12,195.48 |
| MCBRIDE, FOURTH - | GOFF DAVID R<br>413 MCBRIDE ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 21 BLK 12 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-211200000 | 0.00 | 0.00 | | 0.00 | 12,195.48 | 12,195.48 |
| MCBRIDE, FOURTH - | LASKY MARK D ET AL<br>409 MCBRIDE ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 23 BLK 12 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-211400000 | 0.00 | 0.00 | | 0.00 | 8,006.51 | 8,006.51 |
| MCBRIDE, FOURTH - | RIGGINS JEMIASE M & ANGELA L<br>405 MCBRIDE ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| W 43.33 FT OF LOT 25 & 26 BLK 12 HARWOOD'S ADD | | | | | | | |
| 3436 | 3-211500000 | 0.00 | 0.00 | | 0.00 | 10,894.40 | 10,894.40 |
| MCBRIDE, FOURTH - | ION SHAWN & EMMA<br>1032 FIRST ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| E 88 FT OF LOT 25 BLK 12 HARWOOD'S ADD | | | | | | | |
| Total Parcels: 29 | | 0.00<br>0.00 | 0.00 | | 0.00 | 285,670.35<br>0.00 | 285,670.35 |



v.1.0 5.39122

**RESOLUTION**
**STREET RECONSTRUCTION AND WATER MAIN REPLACEMENT ON GRINNELL STREET**

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water main replacement on Grinnell Street, from Norfolk to Wildwood which assessments were by him placed on Assessment Roll No. 3435 in the amount of $185,424.24 and reported to the City Council as its meeting held on the 11th day of July, 2023; and

WHEREAS, notice was duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, July 11, 2023, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

WHEREAS, the City Council voted to provide additional time for owners to provide objection petitions by rescheduling the public hearing until the August 15, 2023 City Council meeting; and

WHEREAS, the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the special assessments as contained in said roll are hereby confirmed and made valid liens against the property and valid claims against the owners thereof, and the City Clerk is hereby directed to make certificates of this determination and attach the same to said roll and to turn said roll over to the City Treasurer for collection; and

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3435 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 2.75% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

BE IT FURTHER RESOLVED that the unpaid balance of any special assessment, including pro rata interest charges, may be paid in full at any time and that each and any special assessment may be paid without interest if payment in full by the first summer tax bill following the date of confirmation.

* * * * *

State of Michigan )
County of Jackson) ss
City of Jackson )

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 15th day of August, 2023.

IN WITNESS WHEREOF, I have affixed my signature and the Seal of the City of Jackson, Michigan, on this 16th day of August 2023.

_____
Andrea Muray, City Clerk

Roll for Year 2023
Population: Special Assessment District (3435)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3435 | 2-016900000 | 0.00 | 0.00 | | 0.00 | 14,838.40 | 14,838.40 |
| GRINNELL, NORFLK | ROBINSON LEE A<br>815 WILDWOOD AVE<br>JACKSON MI 49202 | 0.00 | | | | 0.00 | |
| W 13.87 FT OF LOT 3 EX THE S 85 FT ALSO LOT 4 EX THE S 85 FT THEREOF BLK 1 WITHINGTON'S ADD | | | | | | | |
| 3435 | 2-017000000 | 0.00 | 0.00 | | 0.00 | 6,584.54 | 6,584.54 |
| GRINNELL, NORFLK | MAYNARD PERRY & KRISTIE<br>225 N GRINNELL ST<br>JACKSON MI 49202 | 0.00 | | | | 0.00 | |
| N 35.5 FT OF S 85 FT OF LOT 4 ALSO N 35.5 FT OF S 85 FT OF W 33 FT OF LOT 3 BLK 1 WITHINGTON'S ADD | | | | | | | |
| 3435 | 2-017100000 | 0.00 | 0.00 | | 0.00 | 6,584.54 | 6,584.54 |
| GRINNELL, NORFLK | LLY REALTY LLC<br>P O BOX 6182<br>JACKSON MI 49204 | 0.00 | | | | 0.00 | |
| N 35.5 FT OF S 49.5 FT OF LOT 4 ALSO N 35.5 FT OF S 49.5 FT OF W 33 FT OF LOT 3 BLK 1 WITHINGTON'S ADD | | | | | | | |
| 3435 | 2-017200000 | 0.00 | 0.00 | | 0.00 | 425.00 | 425.00 |
| GRINNELL, NORFLK | GRINNELL MID-MI HEALTH CENTERS LLC<br>214 N WEST AVE<br>JACKSON MI 49201 | 0.00 | | | | 0.00 | |
| S 14 FT OF LOTS 3 & 4 & N 26 FT OF LOT 5 BLK 1 WITHINGTON'S ADD | | | | | | | |
| 3435 | 2-017300000 | 0.00 | 0.00 | | 0.00 | 425.00 | 425.00 |
| GRINNELL, NORFLK | GRINNELL MID-MI HEALTH CENTERS LLC<br>214 N WEST AVE<br>JACKSON MI 49201 | 0.00 | | | | 0.00 | |
| S 40 FT OF LOT 5 BLK 1 WITHINGTON'S ADD | | | | | | | |
| 3435 | 2-017400000 | 0.00 | 0.00 | | 0.00 | 12,241.68 | 12,241.68 |
| GRINNELL, NORFLK | GRINNELL MID-MI HEALTH CENTERS LLC<br>214 N WEST AVE<br>JACKSON MI 49201 | 0.00 | | | | 0.00 | |
| LOT 6 BLK 1 WITHINGTON'S ADD | | | | | | | |
| 3435 | 2-0179.0200 | 0.00 | 0.00 | | 0.00 | 61,208.40 | 61,208.40 |
| GRINNELL, NORFLK | GRINNELL MID-MI HEALTH CENTERS LLC<br>214 N WEST AVE<br>JACKSON MI 49201 | 0.00 | | | | 0.00 | |
| LOTS 8, 9, 10, 11, 12, 13, 14, 15, 16 & 17 BLK 1 WITHINGTON'S ADD | | | | | | | |
| COM | ATION ON 01/24/2012 FROM 2-0179.1000, 2-018400000, 2-018700000; 2-017600000, 2-017700000, | | | | | | |
| 2-0 | 00000, 2-018200000 | | | | | | |
| COM | ED ON 02/12/2015 FROM 2-0179.2000, 2-017800000, 2-018000000, 2-018100000 | | | | | | |
| COM | ED ON 02/10/2020 FROM 2-0179.3000, 2-018300000, 2-018500000, 2-018600000 | | | | | | |
| SPL | COMBINED ON 01/19/2021 FROM 2-0179.0100, 2-017500000 | | | | | | |


v.1.0 5.39122

Roll for Year 2023
Population: Special Assessment District (3435)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3435 | 2-018800000 | 0.00 | 0.00 | | 0.00 | 8,325.00 | 8,325.00 |
| GRINNELL, NORFLK | GRINNELL MID-MI HEALTH CENTERS LLC<br>214 N WEST AVE<br>JACKSON MI 49201 | 0.00 | | | | 0.00 | |
| LOTS 1 & 2 BLK 2 WITHINGTON'S ADD | | | | | | | |
| 3435 | 2-019400000 | 0.00 | 0.00 | | 0.00 | 8,025.00 | 8,025.00 |
| GRINNELL, NORFLK | BROWN DEBRA D<br>226 N GRINNELL ST<br>JACKSON MI 49202 | 0.00 | | | | 0.00 | |
| LOT 7 BLK 2 WITHINGTON'S ADD | | | | | | | |
| 3435 | 2-020000000 | 0.00 | 0.00 | | 0.00 | 11,825.00 | 11,825.00 |
| GRINNELL, NORFLK | REED WILLIE J SR & ROSE M<br>222 N GRINNELL ST<br>JACKSON MI 49202 | 0.00 | | | | 0.00 | |
| 0197<br>LOTS 9 & 11 BLK 2 WITHINGTON'S ADD | | | | | | | |
| 3435 | 2-020200000 | 0.00 | 0.00 | | 0.00 | 9,525.00 | 9,525.00 |
| GRINNELL, NORFLK | MILLER LILLI B ET AL<br>216 N GRINNELL ST<br>JACKSON MI 49202 | 0.00 | | | | 0.00 | |
| LOT 13 BLK 2 WITHINGTON'S ADD | | | | | | | |
| 3435 | 2-020400000 | 0.00 | 0.00 | | 0.00 | 10,875.00 | 10,875.00 |
| GRINNELL, NORFLK | LARSON JOSEPH D<br>214 N GRINNELL ST<br>JACKSON MI 49202 | 0.00 | | | | 0.00 | |
| LOT 15 BLK 2 WITHINGTON'S ADD | | | | | | | |
| 3435 | 2-020600000 | 0.00 | 0.00 | | 0.00 | 11,200.00 | 11,200.00 |
| GRINNELL, NORFLK | DACK MICHELLE D<br>210 N GRINNELL ST<br>JACKSON MI 49202 | 0.00 | | | | 0.00 | |
| LOT 17 BLK 2 WITHINGTON'S ADD | | | | | | | |
| 3435 | 2-020800000 | 0.00 | 0.00 | | 0.00 | 12,241.68 | 12,241.68 |
| GRINNELL, NORFLK | MILLMAC PROPERTIES LLC<br>205 S SANDSTONE RD<br>JACKSON MI 49201 | 0.00 | | | | 0.00 | |
| LOT 19 BLK 2 WITHINGTON'S ADD | | | | | | | |
| 5 | 2-021300000 | 0.00 | 0.00 | | 0.00 | 11,100.00 | 11,100.00 |
| NNELL, NORFLK | SMITH CONROY<br>202 N GRINNELL ST<br>JACKSON MI 49202 | 0.00 | | | | 0.00 | |
| E 4 S OF LOT 21 BLK 2 WITHINGTON'S ADD | | | | | | | |


v.1.0 5.39122

Roll for Year 2023
Population: Special Assessment District (3435)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| Total Parcels: 15 | | 0.00<br>0.00 | 0.00 | | 0.00 | 185,424.24<br>0.00 | 185,424.24 |



v.1.0 5.39122

**RESOLUTION**
**STREET RECONSTRUCTION AND WATER MAIN REPLACEMENT ON DWIGHT STREET**

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water main replacement on Dwight Street, from Chapin to Tyson Street which assessments were by him placed on Assessment Roll No. 3431 in the amount of $115,883.86 and reported to the City Council as its meeting held on the 11th day of July, 2023; and

WHEREAS, notice was duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, July 11, 2023, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

WHEREAS, the City Council voted to provide additional time for owners to provide objection petitions by rescheduling the public hearing until the August 15, 2023 City Council meeting; and

WHEREAS, the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the special assessments as contained in said roll are hereby confirmed and made valid liens against the property and valid claims against the owners thereof, and the City Clerk is hereby directed to make certificates of this determination and attach the same to said roll and to turn said roll over to the City Treasurer for collection; and

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3431 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 2.75% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

BE IT FURTHER RESOLVED that the unpaid balance of any special assessment, including pro rata interest charges, may be paid in full at any time and that each and any special assessment may be paid without interest if payment in full by the first summer tax bill following the date of confirmation.

* * * * *

State of Michigan )
County of Jackson) ss
City of Jackson )

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 15th day of August, 2023.

IN WITNESS WHEREOF, I have affixed my signature and the Seal of the City of Jackson, Michigan, on this 16th day of August 2023.

_____
Andrea Muray, City Clerk

Roll for Year 2023
Population: Special Assessment District (3431)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3431 | 6-089200000 | 0.00 | 0.00 | | 0.00 | 8,700.00 | 8,700.00 |
| DWIGHT, CHAPIN - | AUSTIN ROBERT & BARBARA<br>2013 TYSON ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOTS 3 & 4 BLK 25 EAST ADD NO 5 | | | | | | | |
| 3431 | 6-089300000 | 0.00 | 0.00 | | 0.00 | 6,896.77 | 6,896.77 |
| DWIGHT, CHAPIN - | COHEN BENJAMIN C ET AL<br>208 S DWIGHT ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| N 43 FT OF LOT 5 BLK 25 EAST ADD NO 5 | | | | | | | |
| 3431 | 6-089700000 | 0.00 | 0.00 | | 0.00 | 7,050.00 | 7,050.00 |
| DWIGHT, CHAPIN - | MISKOVIC JOHN F & KERRY<br>212 S DWIGHT ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| 0897.1<br>N 44 FT OF S 45 FT OF LOT 8 BLK 25 EAST ADD NO 5 | | | | | | | |
| 3431 | 6-089800000 | 0.00 | 0.00 | | 0.00 | 2,950.00 | 2,950.00 |
| DWIGHT, CHAPIN - | THOMAS JOHN ET AL<br>2326 PIONEER DR<br>JACKSON MI 49201 | 0.00 | | | | 0.00 | |
| S 1 FT OF LOT 8 & N 32 FT OF LOT 9 BLK 25 EAST ADDITION NO 5 | | | | | | | |
| 3431 | 6-089900000 | 0.00 | 0.00 | | 0.00 | 5,292.87 | 5,292.87 |
| DWIGHT, CHAPIN - | MARSHALL MATTHEW S & PATRICIA<br>102 DORIS DR<br>CAMDEN TN 38320 | 0.00 | | | | 0.00 | |
| N 33 FT OF S 34 FT OF LOT 9 BLK 25 EAST ADD NO 5 | | | | | | | |
| 3431 | 6-090300000 | 0.00 | 0.00 | | 0.00 | 6,350.00 | 6,350.00 |
| DWIGHT, CHAPIN - | NOWLAN JASON<br>218 S DWIGHT ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| S 1 FT OF LOT 9 & N 44 FT OF LOT 12 BLK 25 EAST ADDITION NO 5 | | | | | | | |
| 3431 | 6-0905.0100 | 0.00 | 0.00 | | 0.00 | 6,900.00 | 6,900.00 |
| DWIGHT, CHAPIN - | NOWLAN BEVERLY D<br>222 S DWIGHT ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 13 & S 22 FT OF LOT 12, BLK 25 EAST ADD NO 5<br>COMBINED ON 01/30/2022 FROM 6-090500000, 6-090400000 | | | | | | | |
| 1 | 6-091000000 | 0.00 | 0.00 | | 0.00 | 6,175.01 | 6,175.01 |
| GHT, CHAPIN - | BURROWS DAVID<br>224 S DWIGHT ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| N 3 /2 FT OF LOTS 17 & 18 BLK 25 E ADD NO 5 | | | | | | | |


v.1.0 5.39122

Roll for Year 2023
Population: Special Assessment District (3431)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3431 | 6-091200000 | 0.00 | 0.00 | | 0.00 | 7,125.00 | 7,125.00 |
| DWIGHT, CHAPIN - | JONES AJAYLAH<br>2014 CHAPIN ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| E 52 FT OF S 95 FT OF LOT 18 BLK 25 E ADD NO 5 | | | | | | | |
| 3431 | 6-091300000 | 0.00 | 0.00 | | 0.00 | 6,415.60 | 6,415.60 |
| DWIGHT, CHAPIN - | HARKNESS LESLIE M<br>207 S DWIGHT ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| S 40 FT OF LOT 1 & S 32 FT OF LOT 2 BLK 26 E ADD NO 5 | | | | | | | |
| 3431 | 6-091400000 | 0.00 | 0.00 | | 0.00 | 7,100.00 | 7,100.00 |
| DWIGHT, CHAPIN - | TIMPERLEY NATHAN W & JENNIFER<br>2103 TYSON ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 1 EX S 40 FT BLK 26 EAST ADD NO 5 | | | | | | | |
| 3431 | 6-092000000 | 0.00 | 0.00 | | 0.00 | 5,292.87 | 5,292.87 |
| DWIGHT, CHAPIN - | HILAND AMY B ET AL<br>209 S DWIGHT ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| N 1/2 OF LOT 7 BLK 26 EAST ADD NO 5 | | | | | | | |
| 3431 | 6-092100000 | 0.00 | 0.00 | | 0.00 | 5,292.87 | 5,292.87 |
| DWIGHT, CHAPIN - | PEREZ MARIA E<br>211 S DWIGHT ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| S 1/2 OF LOT 7 BLK 26 EAST ADD NO 5 | | | | | | | |
| 3431 | 6-092200000 | 0.00 | 0.00 | | 0.00 | 5,292.87 | 5,292.87 |
| DWIGHT, CHAPIN - | MISKOVIC JOHN F JR & KERRY L<br>212 S DWIGHT ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| N 1/2 OF LOT 8 BLK 26 EAST ADD NO 5 | | | | | | | |
| 3431 | 6-092800000 | 0.00 | 0.00 | | 0.00 | 7,225.00 | 7,225.00 |
| DWIGHT, CHAPIN - | STRICKLER ENRIQUETA<br>219 S DWIGHT ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 11 EX S 14.5 FT BLK 26 EAST ADD NO 5 | | | | | | | |
| 3431 | 6-092900000 | 0.00 | 0.00 | | 0.00 | 6,950.00 | 6,950.00 |
| GHT, CHAPIN - | MATTEI CAROL A ET AL<br>221 S DWIGHT ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| S 1 /2 FT OF LOT 11 & N 36 1/2 FT OF OT 12 BLK 26 EAST ADD NO 5 | | | | | | | |


v.1.( 5.39122

Roll for Year 2023
Population: Special Assessment District (3431)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3431 | 6-093000000 | 0.00 | 0.00 | | 0.00 | 7,075.00 | 7,075.00 |
| DWIGHT, CHAPIN - | GOMEZ CHRISTOPHER & ASHLEY<br>223 S DWIGHT ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| S 29 1/2 FT OF LOT 12 & N 16 1/2 FT OF OT 15 BLK 26 EAST ADD NO 5 | | | | | | | |
| 3431 | 6-093400000 | 0.00 | 0.00 | | 0.00 | 7,450.00 | 7,450.00 |
| DWIGHT, CHAPIN - | BONNYMEDE PROPERTIES LLC<br>6231 MOON LAKE RD<br>JACKSON MI 49201 | 0.00 | | | | 0.00 | |
| S 3 RDS OF LOT 15 BLK 26 EAST ADD NO 5 | | | | | | | |
| 3431 | 6-093500000 | 0.00 | 0.00 | | 0.00 | 200.00 | 200.00 |
| DWIGHT, CHAPIN - | PENMARK INC<br>1000 W NORTH AVE<br>CHICAGO IL 60622 | 0.00 | | | | 0.00 | |
| S 95 FT OF LOT 16 BLK 26 EAST ADD NO 5 | | | | | | | |
| 3431 | 6-093600000 | 0.00 | 0.00 | | 0.00 | 150.00 | 150.00 |
| DWIGHT, CHAPIN - | PENMARK INC<br>1000 W NORTH AVE<br>CHICAGO IL 60622 | 0.00 | | | | 0.00 | |
| N 38.5 FT OF LOTS 16 & 17 BLK 26 EAST ADD #5 | | | | | | | |
| Total Parcels: 20 | | 0.00 | 0.00 | | 0.00 | 115,883.86 | 115,883.86 |
| | | 0.00 | | | | 0.00 | |



v.1.0 5.39122

**RESOLUTION**
**STREET RECONSTRUCTION AND WATER AND SEWER MAIN REPLACEMENT ON DEYO STREET**

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water and sewer main replacement on Deyo Street, from Elm Street to Gorham Street which assessments were by him placed on Assessment Roll No. 3430 in the amount of $205,486.56 and reported to the City Council as its meeting held on the 11th day of July, 2023; and

WHEREAS, notice was duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, July 11, 2023, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

WHEREAS, the City Council voted to provide additional time for owners to provide objection petitions by rescheduling the public hearing until the August 15, 2023 City Council meeting; and

WHEREAS, the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the special assessments as contained in said roll are hereby confirmed and made valid liens against the property and valid claims against the owners thereof, and the City Clerk is hereby directed to make certificates of this determination and attach the same to said roll and to turn said roll over to the City Treasurer for collection; and

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3430 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 2.75% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

BE IT FURTHER RESOLVED that the unpaid balance of any special assessment, including pro rata interest charges, may be paid in full at any time and that each and any special assessment may be paid without interest if payment in full by the first summer tax bill following the date of confirmation.

* * * * *

State of Michigan )
County of Jackson) ss
City of Jackson )

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 15th day of August, 2023.

IN WITNESS WHEREOF, I have affixed my signature and the Seal of the City of Jackson, Michigan, on this 16th day of August 2023.

_____
Andrea Muray, City Clerk

Roll for Year 2023
Population: Special Assessment District (3430)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3430 | 6-101100000 | 0.00 | 0.00 | | 0.00 | 7,175.00 | 7,175.00 |
| DEYO, ELM - GORHA | CHMIEL SHARON L<br>313 S ELM AVE<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 4 EX E 40 FT BLK 31 EAST ADD | | | | | | | |
| 3430 | 6-101200000 | 0.00 | 0.00 | | 0.00 | 5,700.00 | 5,700.00 |
| DEYO, ELM - GORHA | GUAJARDO BEVERLY ET AL<br>1606 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| 1014<br>E 40 FT OF LOT 4 & ALL OF LOT 6 BLK 31 EAST ADD | | | | | | | |
| 3430 | 6-101600000 | 0.00 | 0.00 | | 0.00 | 7,150.00 | 7,150.00 |
| DEYO, ELM - GORHA | HALL HOME SOLUTIONS LLC<br>12749 BROOKS MEADOW DR<br>BROOKLYN MI 49230 | 0.00 | | | | 0.00 | |
| LOT 8 BLK 31 EAST ADD | | | | | | | |
| 3430 | 6-101800000 | 0.00 | 0.00 | | 0.00 | 350.00 | 350.00 |
| DEYO, ELM - GORHA | DEWALT KAYLA E & PATRICK T JR<br>1619 CHAPIN ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| 1020<br>LOT 10 & W 43.34 FT OF LOT 12 BLK 31 EAST ADD | | | | | | | |
| 3430 | 6-102100000 | 0.00 | 0.00 | | 0.00 | 6,950.00 | 6,950.00 |
| DEYO, ELM - GORHA | HOWELL MICHAEL L & LAURIE<br>1704 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| W 30 FT OF LOT 14 & E 22 FT OF LOT 12 BLK 31 EAST ADD | | | | | | | |
| 3430 | 6-102200000 | 0.00 | 0.00 | | 0.00 | 5,099.20 | 5,099.20 |
| DEYO, ELM - GORHA | NELSON GARY R SR & CHERRY ET AL<br>1706 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| E 35.34 FT OF LOT 14 BLK 31 EAST ADD | | | | | | | |
| 3430 | 6-102400000 | 0.00 | 0.00 | | 0.00 | 7,800.00 | 7,800.00 |
| DEYO, ELM - GORHA | COLLINS JOEY S<br>1708 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 16 BLK 31 EAST ADD | | | | | | | |
| 0 | 6-102600000 | 0.00 | 0.00 | | 0.00 | 9,427.90 | 9,427.90 |
| O, ELM - GORHA | PEEK CARROLL D & FERN I<br>1712 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT BLK 31 EAST ADD | | | | | | | |


v.1.0 5.39122

Roll for Year 2023
Population: Special Assessment District (3430)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3430 | 6-102900000 | 0.00 | 0.00 | | 0.00 | 9,250.00 | 9,250.00 |
| DEYO, ELM - GORHA | GRIEVE MICHAEL<br>1717 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 2 BLK 32 EAST ADD | | | | | | | |
| 3430 | 6-103100000 | 0.00 | 0.00 | | 0.00 | 8,900.00 | 8,900.00 |
| DEYO, ELM - GORHA | PARKER ELIZABETH J<br>1806 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 4 BLK 32 EAST ADD | | | | | | | |
| 3430 | 6-103300000 | 0.00 | 0.00 | | 0.00 | 5,750.00 | 5,750.00 |
| DEYO, ELM - GORHA | NELSON STEVEN J<br>1808 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 6 BLK 32 EAST ADD | | | | | | | |
| 3430 | 6-103500000 | 0.00 | 0.00 | | 0.00 | 6,200.00 | 6,200.00 |
| DEYO, ELM - GORHA | BULL DANIEL L<br>1812 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 8 BLK 32 EAST ADD | | | | | | | |
| 3430 | 6-103800000 | 0.00 | 0.00 | | 0.00 | 8,475.00 | 8,475.00 |
| DEYO, ELM - GORHA | JOSEPH MICHAEL J<br>627 W MONROE ST<br>JACKSON MI 49202 | 0.00 | | | | 0.00 | |
| LOT 10 BLK 32 EAST ADD | | | | | | | |
| 3430 | 6-104000000 | 0.00 | 0.00 | | 0.00 | 5,275.00 | 5,275.00 |
| DEYO, ELM - GORHA | CLAYBORN ANNE M<br>1900 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 12 BLK 32 EAST ADD | | | | | | | |
| 3430 | 6-1043.1000 | 0.00 | 0.00 | | 0.00 | 175.00 | 175.00 |
| DEYO, ELM - GORHA | MANNERS DANIEL<br>414 S GORHAM ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| 1043<br>LOT 14 EX N 68 FT BLK 32 EAST ADD | | | | | | | |
| 0 | 6-104400000 | 0.00 | 0.00 | | 0.00 | 7,825.00 | 7,825.00 |
| O, ELM - GORHA | MANNERS DANIEL<br>712 IRVING ST<br>JACKSON MI 49202 | 0.00 | | | | 0.00 | |
| LOT BLK 32 EAST ADD | | | | | | | |


v.1.0 5.39122

Roll for Year 2023
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Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3430 | 6-109100000 | 0.00 | 0.00 | | 0.00 | 7,525.00 | 7,525.00 |
| DEYO, ELM - GORHA | UCTUM LUTFIYE YESIM | 0.00 | | | | 0.00 | |
| | P O BOX 323 | | | | | | |
| | SOUTHFILED MI 48037 | | | | | | |
| LOT 3 BLK 37 EAST ADD | | | | | | | |
| 3430 | 6-1092.A000 | 0.00 | 0.00 | | 0.00 | 9,332.67 | 9,332.67 |
| DEYO, ELM - GORHA | COLEMAN JOSEPH | 0.00 | | | | 0.00 | |
| | 9105 HARRISON ST | | | | | | |
| | LIVONIA MI 48150 | | | | | | |
| LOT 5 BLK 37 EAST ADD | | | | | | | |
| 3430 | 6-109400000 | 0.00 | 0.00 | | 0.00 | 8,000.00 | 8,000.00 |
| DEYO, ELM - GORHA | CARNES SHARON L | 0.00 | | | | 0.00 | |
| | 1815 DEYO ST | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| LOT 7 BLK 37 EAST ADD | | | | | | | |
| 3430 | 6-109900000 | 0.00 | 0.00 | | 0.00 | 4,666.33 | 4,666.33 |
| DEYO, ELM - GORHA | EUTYCHUS PROPERTIES LLC | 0.00 | | | | 0.00 | |
| | 500 FORD ST APT B8 | | | | | | |
| | PLYMOUTH MI 48170 | | | | | | |
| E 1/2 OF LOT 11 BLK 37 EAST ADD | | | | | | | |
| 3430 | 6-110000000 | 0.00 | 0.00 | | 0.00 | 4,666.33 | 4,666.33 |
| DEYO, ELM - GORHA | STUBBLEFIELD LEO JR | 0.00 | | | | 0.00 | |
| | 1901 DEYO ST | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| W 1/2 OF LOT 11 BLK 37 EAST ADD | | | | | | | |
| 3430 | 6-110200000 | 0.00 | 0.00 | | 0.00 | 6,975.00 | 6,975.00 |
| DEYO, ELM - GORHA | MYERS ADAM L & TONI A | 0.00 | | | | 0.00 | |
| | 1905 DEYO ST | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| LOT 13 BLK 37 EAST ADD | | | | | | | |
| 3430 | 6-111100000 | 0.00 | 0.00 | | 0.00 | 6,850.00 | 6,850.00 |
| DEYO, ELM - GORHA | SODERBECK ERIC J ET AL | 0.00 | | | | 0.00 | |
| | 502 S GORHAM ST | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| LOT 18 BLK 37 EAST ADD | | | | | | | |
| 3430 | 6-111200000 | 0.00 | 0.00 | | 0.00 | 7,225.00 | 7,225.00 |
| O, ELM - GORHA | RIDER CATHLINE ET AL | 0.00 | | | | 0.00 | |
| | 401 S ELM AVE | | | | | | |
| | JACKSON MI 49203 | | | | | | |
| LOT EX E 50 FT BLK 38 EAST ADD | | | | | | | |


v.1.0 5.39122

Roll for Year 2023
Population: Special Assessment District (3430)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3430 | 6-111300000 | 0.00 | 0.00 | | 0.00 | 7,214.50 | 7,214.50 |
| DEYO, ELM - GORHA | PATTON ERIC<br>1607 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| E 50 FT OF LOT 1 BLK 38 EAST ADD | | | | | | | |
| 3430 | 6-111900000 | 0.00 | 0.00 | | 0.00 | 7,350.00 | 7,350.00 |
| DEYO, ELM - GORHA | PATTON ANGELENE (HARRIS)<br>1611 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| LOT 5 BLK 38 EAST ADD | | | | | | | |
| 3430 | 6-112500000 | 0.00 | 0.00 | | 0.00 | 6,253.52 | 6,253.52 |
| DEYO, ELM - GORHA | THOMPSON DONNA J<br>1703 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| E 21.67 FT OF LOT 9 & W 22 FT OF LOT 11 BLK 38 EAST ADD | | | | | | | |
| 3430 | 6-112700000 | 0.00 | 0.00 | | 0.00 | 5,125.00 | 5,125.00 |
| DEYO, ELM - GORHA | ROCK ANDREA ET AL<br>1705 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| E 43.34 FT OF LOT 11 BLK 38 EAST ADD | | | | | | | |
| 3430 | 6-112900000 | 0.00 | 0.00 | | 0.00 | 175.00 | 175.00 |
| DEYO, ELM - GORHA | ANDREWS SALLY J ET AL<br>1705 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| W 39.2 FT OF LOT 13 BLK 38 EAST ADD | | | | | | | |
| 3430 | 6-113200000 | 0.00 | 0.00 | | 0.00 | 5,771.60 | 5,771.60 |
| DEYO, ELM - GORHA | ROCKWELL BRIAN<br>P O BOX 1778<br>JACKSON MI 49204 | 0.00 | | | | 0.00 | |
| E 26.1 FT OF LOT 13 & W 13.87 FT OF LOT 15 BLK 38 EAST ADDITION | | | | | | | |
| 3430 | 6-113300000 | 0.00 | 0.00 | | 0.00 | 5,771.60 | 5,771.60 |
| DEYO, ELM - GORHA | GRIEVE MICHAEL A<br>1717 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| W 40 FT OF E 51.47 FT OF N 85 FT OF LOT 15 BLK 38 EAST ADDITION | | | | | | | |
| 3430 | 6-113500000 | 0.00 | 0.00 | | 0.00 | 11,082.91 | 11,082.91 |
| O, ELM - GORHA | GRIEVE MICHAEL A<br>1717 DEYO ST<br>JACKSON MI 49203 | 0.00 | | | | 0.00 | |
| N 7 T OF LOT 17 & E 11.47 FT OF N 85 FT OF LOT 15 BLK 38 EAST ADDITION | | | | | | | |
| al Parcels: 32 | | 0.00 | 0.00 | | 0.00 | 205,486.56 | 205,486.56 |
| | | 0.00 | | | | 0.00 | |


v.1.( 5.39122

**RESOLUTION**
**STREET RECONSTRUCTION AND WATER AND SEWER MAIN REPLACEMENT ON BURR STREET**

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water and sewer main replacement on Burr Street, from State Street to Waterloo Street which assessments were by him placed on Assessment Roll No. 3429 in the amount of $63,450.00 and reported to the City Council as its meeting held on the 11th day of July, 2023; and

WHEREAS, notice was duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, July 11, 2023, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

WHEREAS, the City Council voted to provide additional time for owners to provide objection petitions by rescheduling the public hearing until the August 15, 2023 City Council meeting; and

WHEREAS, the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all suggestions and objections made thereto and having fully considered the same;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the special assessments as contained in said roll are hereby confirmed and made valid liens against the property and valid claims against the owners thereof, and the City Clerk is hereby directed to make certificates of this determination and attach the same to said roll and to turn said roll over to the City Treasurer for collection; and

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3429 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 2.75% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

BE IT FURTHER RESOLVED that the unpaid balance of any special assessment, including pro rata interest charges, may be paid in full at any time and that each and any special assessment may be paid without interest if payment in full by the first summer tax bill following the date of confirmation.

* * * * *

State of Michigan )
County of Jackson) ss
City of Jackson )

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 15th day of August, 2023.

IN WITNESS WHEREOF, I have affixed my signature and the Seal of the City of Jackson, Michigan, on this 16th day of August 2023.

_____
Andrea Muray, City Clerk

Roll for Year 2023
Population: Special Assessment District (3429)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3429 | 7-0209.2000 | 0.00 | 0.00 | | 0.00 | 150.00 | 150.00 |
| BURR, STATE - WAT | GROVE MARTIN W | 0.00 | | | | 0.00 | |
| | 413 N STATE ST<br>JACKSON MI 49201 | | | | | | |

E 44 FT OF N 1/2 OF LOT 3 EX THE W 26 FT OF THE N 38 FT THEREOF, BLK 2 AN EXT OF THE VILLAGE OF JACKSONBURGH ON THE E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT
(BOUNDARY ADJUSTMENT PARCELS 7-0209 & 7-0209.2 FOR 2021)

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3429 | 7-020900000 | 0.00 | 0.00 | | 0.00 | 5,900.00 | 5,900.00 |
| BURR, STATE - WAT | BARTOSZEK MICHAEL D | 0.00 | | | | 0.00 | |
| | 415 N STATE ST<br>JACKSON MI 49201 | | | | | | |

N 38 FT OF N 1/2 OF LOTS 2 & 3 EX E 18 FT OF LOT 3 BLK 2 AN EXT OF VILLAGE OF JACKSONBURGH ON EAST SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT
(BOUNDARY ADJUSTMENT PARCELS 7-0209 & 7-0209.2 FOR 2021)

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3429 | 7-021000000 | 0.00 | 0.00 | | 0.00 | 7,250.00 | 7,250.00 |
| BURR, STATE - WAT | MIDSTATE INVESTMENTS INC | 0.00 | | | | 0.00 | |
| | 4064 LANSING AVE<br>JACKSON MI 49202 | | | | | | |

LOT 6 BLK 2 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3429 | 7-021100000 | 0.00 | 0.00 | | 0.00 | 9,700.00 | 9,700.00 |
| BURR, STATE - WAT | HOWARD RICHARD & CRYSTAL | 0.00 | | | | 0.00 | |
| | 913 BURR ST<br>JACKSON MI 49201 | | | | | | |

LOT 7 BLK 2 AN EXT OF VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3429 | 7-021200000 | 0.00 | 0.00 | | 0.00 | 275.00 | 275.00 |
| BURR, STATE - WAT | ALSAFFAR YOUNIS & EVELYN | 0.00 | | | | 0.00 | |
| | 406 N WATERLOO AVE<br>JACKSON MI 49201 | | | | | | |

LOT 10 & AS MUCH OF LOT 11 AS LIES W OF WATERLOO AVE BLK 2 AN EXT OF THE VILLAGE OF JACKSONBURGH ON E SIDE OF GRAND RIVER KNOWN AS FORD'S EASTERN EXT

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3429 | 7-074300000 | 0.00 | 0.00 | | 0.00 | 7,350.00 | 7,350.00 |
| BURR, STATE - WAT | CIDERHOUSE LLC | 0.00 | | | | 0.00 | |
| | 268 S PLATT ST<br>MILAN MI 48160 | | | | | | |

LAND COM AT INTERS OF E LN OF STATE ST WITH NLY LN OF HAMLIN ST TH ELY ON NLY LN OF HAMLIN ST 87 FT TH N 51 FT TH WLY 85 FT TO E LN OF STATE ST TH S 62.25 FT TO BEG NE 1/4 SW 1/4 SEC 35 T2S R1W

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 3429 | 7-074400000 | 0.00 | 0.00 | | 0.00 | 7,625.00 | 7,625.00 |
| R, STATE - WAT | SERAFIN RONALD J & VICTORIA E | 0.00 | | | | 0.00 | |
| | 906 BURR ST<br>JACKSON MI 49201 | | | | | | |

LAN OM AT A PT ON NLY LN OF HAMLIN ST 87 FT ELY OF E LN OF STATE ST TH NLY 165.85 FT TH E 52.5 FT TH 53 FT TO NLY LN OF HAMLIN ST TH WLY 50 FT TO BEG NE 1/4 SW 1/4 SEC 35 T2S R1W


v.1.0 5.39122

Roll for Year 2023
Population: Special Assessment District (3429)
Special Population Both Active and Inactive Parcels

| Sp. District / Heading | Parcel # / Owner | Principal / Admin Fee | Interest / Penalty | Addtl Penlty / Cert Fee | Total / Installment | Prin Bal / Payoff Int | Total / Payoff |
|---|---|---|---|---|---|---|---|
| 3429 | 7-074500000 | 0.00 | 0.00 | | 0.00 | 9,550.00 | 9,550.00 |
| BURR, STATE - WAT | BURR WILLIAM C & CATHERINE B<br>13045 WEST 525 SOUTH<br>COLUMBUS IN 47201 | 0.00 | | | | 0.00 | |
| LAND COM AT A PT ON NLY LN OF HAMLIN ST 137 FT ELY OF E LN OF STATE ST TH N 220 FT TH E 66 FT TH S 204.5 FT TH WLY ON NLY LN OF HAMLIN ST 69 FT TO BEG NE 1/4 SW 1/4 SEC 35 T2S R1W | | | | | | | |
| 3429 | 7-074600000 | 0.00 | 0.00 | | 0.00 | 6,800.00 | 6,800.00 |
| BURR, STATE - WAT | MORAN THOMAS J IV & TINA M<br>914 BURR ST<br>JACKSON MI 49201 | 0.00 | | | | 0.00 | |
| LAND COM AT A PT ON NLY LN OF HAMLIN ST 68.4 FT WLY OF W LN OF WATERLOO AVE TH N 176.8 FT TH W 45.72 FT TH S 188.5 FT TO NLY LN OF HAMLIN ST TH ELY 51.2 FT TO BEG NE 1/4 SW 1/4 SEC 35 T2S R1W | | | | | | | |
| 3429 | 7-074700000 | 0.00 | 0.00 | | 0.00 | 8,850.00 | 8,850.00 |
| BURR, STATE - WAT | CHASE MATTHEW H<br>916 BURR ST<br>JACKSON MI 49201 | 0.00 | | | | 0.00 | |
| LAND COM AT INTERS OF W LN OF WATERLOO AVE WITH NLY LN OF HAMLIN ST TH N 81.75 FT TH W 66 FT TH S 99 FT TO NLY LN OF HAMLIN ST TH ELY 68.4 FT TO BEG NE 1/4 SW 1/4 SEC 35 T2S R1W | | | | | | | |
| Total Parcels: 10 | | 0.00<br>0.00 | 0.00 | | 0.00 | 63,450.00<br>0.00 | 63,450.00 |



v.1.0 5.39122

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Andrea Muray, City Clerk

**DATE:** August 15, 2023

**SUBJECT:** Confirmation of Special Assessment Roll No. 3427

---

**Recommendation:**

Approve the resolution confirming Special Assessment Roll No. 3427.

A public hearing was held on July 11, 2023 to hear objections to Special Assessment Roll No. 3427. None were provided at that time. Council voted to postpone the vote on the resolution until the August 15, 2023 meeting.

Attached is the resolution.

I recommend adoption of the resolution after its public hearing is held. Your consideration and concurrence is appreciated.

**RESOLUTION**
**STREET RECONSTRUCTION AND WATER AND SEWER MAIN REPLACEMENT ON BIDDLE STREET**

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water and sewer main replacement on Biddle Street, from Greenwood Avenue to Williams Street which assessments were by him placed on Assessment Roll No. 3427 in the amount of $33,487.50 and reported to the City Council as its meeting held on the 11th day of July, 2023; and

WHEREAS, notice was duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, July 11, 2023, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

WHEREAS, the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard all suggestions and objections made thereto and having considered the same;

WHEREAS, Council postponed the matter to allow for any additional objections to be provided;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the special assessments as contained in said roll are hereby confirmed and made valid liens against the property and valid claims against the owners thereof, and the City Clerk is hereby directed to make certificates of this determination and attach the same to said roll and to turn said roll over to the City Treasurer for collection; and

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3427 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 2.75% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

BE IT FURTHER RESOLVED that the unpaid balance of any special assessment, including pro rata interest charges, may be paid in full at any time and that each and any special assessment may be paid without interest if payment in full by the first summer tax bill following the date of confirmation.

* * * * *

State of Michigan )
County of Jackson) ss
City of Jackson )

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 15th day of August, 2023.

IN WITNESS WHEREOF, I have affixed my signature and the Seal of the City of Jackson, Michigan, on this 16th day of August 2023.

_____
Andrea Muray, City Clerk

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Andrea Muray, City Clerk

**DATE:** August 15, 2023

**SUBJECT:** Confirmation of Special Assessment Roll No. 3428

---

**Recommendation:**

Approve the resolution confirming Special Assessment Roll No. 3428.

A public hearing was held on July 11, 2023 to hear objections to Special Assessment Roll No. 3428. Council voted to postpone the vote on the resolution until the August 15, 2023 meeting.

Attached is the resolution.

I recommend adoption of the resolution after its public hearing is held. Your consideration and concurrence is appreciated.

**RESOLUTION**
**STREET RECONSTRUCTION AND WATER AND SEWER MAIN REPLACEMENT ON BURR STREET**

BY THE BOARD OF REVIEW:

WHEREAS, the Assessor, in accordance with the direction of the City Council, did prepare special assessments concerning street reconstruction and water and sewer main replacement on Burr Street, from Cooper to State Street which assessments were by him placed on Assessment Roll No. 3428 in the amount of $173,365.06 and reported to the City Council as its meeting held on the 11th day of July, 2023; and

WHEREAS, notice has been duly given that the City Council and Assessor would sit as a Board of Review in the Council Chambers in the City of Jackson on Tuesday, July 11, 2023, at 6:30 p.m. to hear any and all objections and suggestions by interested parties to said special assessment as contained in said roll; and

WHEREAS, the matter of said review having come on to be heard and the City Council and Assessor sitting as a Board of Review having heard suggestions and objections made thereto and having considered the same;

WHEREAS, Council voted to postpone the matter until the August 15, 2023 City Council Meeting;

NOW, THEREFORE, BE IT RESOLVED, that each and all of the special assessments as contained in said roll are hereby confirmed and made valid liens against the property and valid claims against the owners thereof, and the City Clerk is hereby directed to make certificates of this determination and attach the same to said roll and to turn said roll over to the City Treasurer for collection; and

BE IT FURTHER RESOLVED that each and all of the special assessments contained in Roll No. 3428 shall be divided into 10 equal installments, the first of which shall be payable by the first summer tax bill following the date of the confirmation without interest charge; and the remaining installments, plus a 2.75% annual interest charge on each installment, shall be due annually each subsequent year at the same times with the same installments as the summer tax bill until each of the special assessments has been paid in full; provided, however, that in the event the City issues bonds in anticipation of special assessments, the unpaid balance of said special assessments shall, in accordance with Section 22-9 of the Jackson City Code of Ordinances, bear a rate of interest which may not be in excess of six percent (6%) per annum, or one percent (1%) above the average interest cost of said special assessment bonds.

BE IT FURTHER RESOLVED that the unpaid balance of any special assessment, including pro rata interest charges, may be paid in full at any time and that each and any special assessment may be paid without interest if payment in full by the first summer tax bill following the date of confirmation.

* * * * *

State of Michigan )
County of Jackson) ss
City of Jackson )

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council sitting as a Board of Review on the 15th day of August, 2023.

IN WITNESS WHEREOF, I have affixed my signature and the Seal of the City of Jackson, Michigan, on this 16th day of August 2023.

_____
Andrea Muray, City Clerk

JACKSON
Founded 1829

# City of Jackson, Michigan
# Financial Statements

**As of and For the Twelve Months Ended June 30, 2023**

***Preliminary/Unaudited***


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| All Other Funds - Expenditure Summary | 3-4 |
| All Funds - Revenue Summary | 5-6 |
| Notes to Revenue & Expenditure Summaries | 7 |

# City of Jackson, Michigan
# General Fund Expenditure Summary
# As of and For the Twelve Months Ended June 30, 2023
## ( Prepared on the Adopted Budget-Basis )
***Preliminary/Unaudited***

| Function | Department | 2022/23 Budget Original | 2022/23 Budget Amended | Actual Month To Date | Actual Year To Date | Percent Spent | Variance - Favorable (Unfavorable) |
|---|---|---|---|---|---|---|---|
| ***General Government :*** | | | | | | | |
| 101-101 | City Council | 114,696 | 124,345 | 7,243 | 119,106 | 95.79% | 5,239 |
| 101-103 | Charter Review Committee | 2,500 | 2,500 | 0 | 0 | 0.00% | 2,500 |
| 101-172 | City Manager | 474,901 | 485,430 | 43,031 | 475,488 | 97.95% | 9,942 |
| 101-191 | Finance | 587,942 | 574,115 | 64,804 | 540,256 | 94.10% | 33,859 |
| 101-215 | City Clerk | 331,401 | 329,518 | 39,563 | 313,515 | 95.14% | 16,003 |
| 101-228 | Management Info. Services | 448,021 | 431,075 | 27,958 | 364,961 | 84.66% | 66,114 |
| 101-233 | Purchasing | 130,276 | 130,276 | 10,827 | 118,367 | 90.86% | 11,909 |
| 101-253 | City Treasurer | 413,354 | 394,583 | 51,677 | 386,820 | 98.03% | 7,763 |
| 101-254 | City Income Tax | 235,063 | 222,765 | 24,556 | 187,096 | 83.99% | 35,669 |
| 101-257 | City Assessor | 544,375 | 480,008 | 52,795 | 438,041 | 91.26% | 41,967 |
| 101-262 | City Clerk-Elections | 114,367 | 131,430 | 16,434 | 126,748 | 96.44% | 4,682 |
| 101-265 | City Hall & Grounds | 431,258 | 608,614 | 56,710 | 431,592 | 70.91% | 177,022 |
| 101-266 | City Attorney | 731,548 | 744,026 | 91,873 | 715,545 | 96.17% | 28,481 |
| 101-270 | Personnel | 645,907 | 636,494 | 44,564 | 476,819 | 74.91% | 159,675 |
| 101-278 | Unallocated | 879,799 | 812,859 | 169,826 | 793,247 | 97.59% | 19,612 |
| | | **6,085,408** | **6,108,038** | **701,861** | **5,487,601** | **89.84%** | **620,437** |
| ***Judicial:*** | | | | | | | |
| 101-299 | Admin. Hearings Bureau | 199,201 | 303,436 | 10,955 | 197,980 | 65.25% | 105,456 |
| | | **199,201** | **303,436** | **10,955** | **197,980** | **65.25%** | **105,456** |
| ***Public Safety:*** | | | | | | | |
| 101-301 | Police | 11,454,098 | 11,000,196 | 756,204 | 10,561,036 | 96.01% | 439,160 |
| 101-311 | OSHP Grant | 0 | 18,182 | 1,796 | 7,860 | 43.23% | 10,322 |
| 101-320 | Consortium Training | 15,750 | 13,652 | 0 | 10,754 | 78.77% | 2,898 |
| 101-321 | In Service Training | 3,185 | 9,910 | 0 | 9,906 | 99.96% | 4 |
| 101-340 | Fire Suppression | 5,709,356 | 6,322,898 | 480,476 | 6,323,234 | 100.01% | (336) |
| 101-350 | Public Safety - Unallocated | 2,107,885 | 1,929,335 | 136,397 | 1,918,599 | 99.44% | 10,736 |
| | | **19,290,274** | **19,294,173** | **1,374,873** | **18,831,389** | **97.60%** | **462,784** |
| ***Public Works :*** | | | | | | | |
| 101-442 | Forestry | 658,542 | 939,187 | 74,868 | 786,222 | 83.71% | 152,965 |
| 101-444 | Sidewalk Construction | 55,707 | 73,704 | 14,271 | 49,470 | 67.12% | 24,234 |
| 101-445 | Drains at Large | 78,779 | 106,865 | 0 | 68,805 | 64.38% | 38,060 |
| 101-450 | Street Lighting | 601,899 | 602,066 | 38,494 | 488,781 | 81.18% | 113,285 |
| 101-455 | Weed Control | 103,918 | 92,951 | 20,527 | 75,234 | 80.94% | 17,717 |
| 101-465 | Grounds Maintenance | 467,230 | 460,192 | 54,321 | 382,720 | 83.17% | 77,472 |
| 101-567 | Cemeteries | 358,075 | 363,288 | 74,542 | 361,763 | 99.58% | 1,525 |
| 101-571 | Tax Property Maintenance | 226,695 | 242,266 | 42,329 | 175,920 | 72.61% | 66,346 |
| 101-572 | Civic Affairs | 107,802 | 137,479 | 31,018 | 103,521 | 75.30% | 33,958 |
| | | **2,658,647** | **3,017,998** | **350,370** | **2,492,436** | **82.59%** | **525,562** |
| ***Community & Economic Development:*** | | | | | | | |
| 101-701 | Planning | 234,974 | 243,567 | 30,215 | 229,084 | 94.05% | 14,483 |
| 101-728 | Economic Development | 132,400 | 132,400 | 8,797 | 131,695 | 99.47% | 705 |
| | | **367,374** | **375,967** | **39,012** | **360,779** | **95.96%** | **15,188** |

*( Continued -)*

# City of Jackson, Michigan
# General Fund Expenditure Summary
# As of and For the Twelve Months Ended June 30, 2023
## ( Prepared on the Adopted Budget-Basis )

- Continued -

| Function | Department | 2022/23 Budget Original | 2022/23 Budget Amended | Actual Month To Date | Actual Year To Date | Percent Spent | Variance - Favorable (Unfavorable) |
|---|---|---|---|---|---|---|---|
| ***Recreation & Culture :*** | | | | | | | |
| 101-752 | Parks, Rec. & Grnds. Admin. | 305,867 | 366,867 | 34,298 | 349,274 | 95.20% | 17,593 |
| 101-758 | Lt. Nixon Memorial Pool | 100,476 | 130,229 | 31,558 | 123,850 | 95.10% | 6,379 |
| 101-771 | Parks & Facilities Maintenance | 836,134 | 915,475 | 110,268 | 910,287 | 99.43% | 5,188 |
| 101-803 | Historical District | 12,790 | 13,500 | 1,535 | 11,793 | 87.36% | 1,707 |
| 101-806 | Diversity, Equity & Inclusion | 306,235 | 306,911 | 32,536 | 289,423 | 94.30% | 17,488 |
| | | **1,561,502** | **1,732,982** | **210,195** | **1,684,627** | **97.21%** | **48,355** |
| ***Contributions to Other Funds:*** | | | | | | | |
| 101-965 | Contributions to Other Funds | **293,429** | **1,778,829** | **40,000** | **148,429** | **8.34%** | **1,630,400** |
| | **Total General Fund Expenditures** | **30,455,835** | **32,611,423** | **2,727,266** | **29,203,241** | **89.55%** | **3,408,182** |
| ***Funds Consolidated with the General Fund for Financial Reporting Purposes:*** | | | | | | | |
| **102** | **Budget Stabilization** | **25,000** | **20,000** | **36,576** | **36,576** | **182.88%** | **(16,576)** |

# City of Jackson
## All Other Funds - Expenditure Summary
## As of and For the Twelve Months Ended June 30, 2023
### ( Prepared on the Adopted Budget-Basis )

- Continued -

| | Fund Type/Fund Name | 2022/23 Budget Original | 2022/23 Budget Amended | Actual Month To Date | Actual Year To Date | Percent Spent | Variance - Favorable (Unfavorable) |
|---|---|---|---|---|---|---|---|
| ***Permanent Funds :*** | | | | | | | |
| 151 | Cemetery Perpetual Maint. | 5,000 | 5,000 | 46,196 | 46,196 | 923.92% | (41,196) |
| 155 | Ella W. Sharp Endowment | 23,850 | 34,264 | 24,418 | 24,418 | 71.26% | 9,846 |
| 160 | Lloyd E. Mount Endowment | 7,000 | 5,598 | 5,411 | 5,411 | 96.66% | 187 |
| ***Special Revenue Funds :*** | | | | | | | |
| 202 | Major Street | 24,731,248 | 34,872,507 | 10,432,373 | 17,903,902 | 51.34% | 16,968,605 |
| 203 | Local Street | 3,898,044 | 1,903,609 | 663,056 | 1,822,508 | 95.74% | 81,101 |
| 208 | Ella W. Sharp Park Operating | 986,741 | 1,048,653 | 167,529 | 1,018,682 | 97.14% | 29,971 |
| 218 | Affordable Housing | 3,250,000 | 845,700 | 52,331 | 671,889 | 79.45% | 173,811 |
| 245 | Public Improvement | 1,027,676 | 1,504,210 | 601,459 | 1,036,223 | 68.89% | 467,987 |
| 246 | Cortland St. Redev. Project | 2,520,493 | 2,523,391 | 466,099 | 498,594 | 19.76% | 2,024,797 |
| 249 | Building Department | 597,332 | 609,993 | 77,347 | 559,300 | 91.69% | 50,693 |
| 251 | Housing Code Enforcement | 1,156,790 | 1,294,179 | 108,156 | 1,119,526 | 86.50% | 174,653 |
| 252 | Building Demolitions | 406,815 | 344,850 | 39,100 | 140,239 | 40.67% | 204,611 |
| 265 | Drug Law Enforcement | 16,702 | 21,424 | 2,333 | 14,281 | 66.66% | 7,143 |
| 272 | SAFER Grant | 524,760 | 562,182 | 0 | 413,077 | 73.48% | 149,105 |
| 273 | Project Safe Neighborhoods | 120,969 | 149,135 | 14,107 | 90,908 | 60.96% | 58,227 |
| 275 | Byrne/JAG Programs | 0 | 77,715 | 0 | 68,614 | 88.29% | 9,101 |
| 279 | American Rescue Plan Act | 200,000 | 115,000 | 20,038 | 86,321 | 75.06% | 28,679 |
| 296 | Recreation Activity | 206,248 | 272,324 | 17,776 | 261,918 | 96.18% | 10,406 |
| 297 | Recreation Millage Program | 657,274 | 713,386 | 87,067 | 671,291 | 94.10% | 42,095 |
| ***Debt Service Funds :*** | | | | | | | |
| 308 | 2020 Capital Improvement D/S | 223,702 | 223,702 | 0 | 223,702 | 100.00% | 0 |
| 352 | 2017 Mich. Trans. Fund D/S | 761,890 | 761,890 | 0 | 761,890 | 100.00% | 0 |
| 367 | 2021 City Hall Refunding D/S | 729,581 | 729,581 | 0 | 729,581 | 100.00% | 0 |
| 385 | 2016 Capital Improvement D/S | 144,087 | 144,087 | 0 | 144,087 | 100.00% | 0 |
| 386 | 2018 Capital Improvement D/S | 1,410,000 | 1,410,000 | 0 | 1,410,000 | 100.00% | 0 |
| 389 | 2017 BRA TIF Refunding D/S | 420,556 | 420,556 | 0 | 420,556 | 100.00% | 0 |
| 391 | 2021 BRA TIF Refunding D/S | 772,512 | 772,512 | 0 | 772,512 | 100.00% | 0 |
| 394 | 2001 DDA TIF D/S | 2,735,750 | 2,735,750 | 0 | 2,735,750 | 100.00% | 0 |
| 395 | 2019 DDA TIF Refunding D/S | 209,573 | 209,573 | 0 | 209,573 | 100.00% | 0 |
| ***Capital Projects Funds :*** | | | | | | | |
| 401 | Capital Projects | 1,955,898 | 607,658 | 47,643 | 490,679 | 80.75% | 116,979 |
| 402 | Water Equip. and Replacemt. | 9,825,900 | 5,812,315 | 1,140,497 | 3,809,890 | 65.55% | 2,002,425 |
| 403 | Lead Service Line Replacement | 1,661,966 | 1,316,891 | 102,302 | 310,352 | 23.57% | 1,006,539 |
| 404 | Sanitary Sewer Maint. | 399,931 | 474,399 | 49,899 | 323,386 | 68.17% | 151,013 |
| 405 | Sanitary Sewer Replacement | 1,902,121 | 848,400 | 124,064 | 538,751 | 63.50% | 309,649 |
| 406 | Wastewater Equip. Replacemt. | 17,594,940 | 5,030,754 | 720,221 | 2,031,229 | 40.38% | 2,999,525 |
| 407 | 2022 Sewer Sys. Project Const. | 0 | 5,756,226 | 475,689 | 1,480,938 | 25.73% | 4,275,288 |
| 409 | 2022 Water Sys. Project Const. | 0 | 311,845 | 47 | 47 | 0.02% | 311,798 |
| 488 | MLK Corridor Improvemt. Authority | 10,000 | 100,000 | 53,146 | 145,005 | 145.01% | (45,005) |
| 489 | Brownfield Redevelopmt. Auth. | 1,450,079 | 1,758,217 | 370,660 | 1,768,020 | 100.56% | (9,803) |
| 494 | DDA Project | 2,947,323 | 2,945,323 | 0 | 2,945,323 | 100.00% | 0 |

*( Continued -)*

# City of Jackson
## All Other Funds - Expenditure Summary
## As of and For the Twelve Months Ended June 30, 2023
### ( Prepared on the Adopted Budget-Basis )

- Continued -

| Fund Type/Fund Name | | 2022/23 Budget Original | 2022/23 Budget Amended | Actual Month To Date | Actual Year To Date | Percent Spent | Variance - Favorable (Unfavorable) |
|---|---|---|---|---|---|---|---|
| ***Enterprise Funds :*** | | | | | | | |
| 514 | Auto Parking System | 247,011 | 311,469 | 0 | 146,177 | 46.93% | 165,292 |
| 518 | Parking Assessment | 303,267 | 330,718 | 103,326 | 318,903 | 96.43% | 11,815 |
| 519 | Cooper/Francis Parking Deck | 283,775 | 283,344 | 2,547 | 49,600 | 17.51% | 233,744 |
| 590 | Sewer | 18,162,790 | 15,261,012 | 1,620,673 | 8,446,754 | 55.35% | 6,814,258 |
| 591 | Water | 19,257,736 | 14,182,982 | 223,288 | 10,776,658 | 75.98% | 3,406,324 |
| ***Internal Service Funds :*** | | | | | | | |
| 641 | Public Works Administration | 477,472 | 429,245 | 61,080 | 360,408 | 83.96% | 68,837 |
| 642 | Engineering Administration | 328,453 | 328,184 | 37,359 | 302,718 | 92.24% | 25,466 |
| 643 | Local Site Remed. Revolving | 20,000 | 40,000 | 0 | 22,500 | 56.25% | 17,500 |
| 661 | Motor Pool and Garage | 2,881,943 | 3,109,537 | 108,372 | 2,075,501 | 66.75% | 1,034,036 |
| 676 | Workers' Compensation | 183,900 | 425,339 | 41,326 | 361,701 | 85.04% | 63,638 |
| 677 | Self-Insured Health Care | 5,680,600 | 5,414,911 | 421,090 | 5,394,661 | 99.63% | 20,250 |
| ***Trust & Agency Funds :*** | | | | | | | |
| 703 | County & School Tax Collection | 65,000 | 27,075,000 | 0 | 0 | 0.00% | 27,075,000 |
| 731 | Employees' Retirement System | 4,220,000 | 4,210,000 | 0 | 3,600,584 | 85.52% | 609,416 |
| 732 | Policemen's/Firemen's Pension | 548,000 | 548,000 | 35,778 | 516,773 | 94.30% | 31,227 |
| 734 | Police./Fire. Pension-345 | 7,640,000 | 6,240,000 | 927,846 | 6,135,562 | 98.33% | 104,438 |
| 736 | Public Employee Health Care | 10,000 | 10,000 | 2,327 | 8,548 | 85.48% | 1,452 |
| ***Special Assessment Funds :*** | | | | | | | |
| 852 | 2020 Special Assessment D/S | 161,335 | 161,335 | 0 | 161,288 | 99.97% | 47 |
| 895 | Special Assessment | 2,055,241 | 841,612 | 253,434 | 864,042 | 102.67% | (22,430) |

# City of Jackson
## All Funds - Revenue Summary
## As of and For the Twelve Months Ended June 30, 2023
### ( Prepared on the Adopted Budget-Basis )

| Fund/Fund Name | | 2022/23 Budget Original | 2022/23 Budget Amended | Actual Month To Date | Actual Year To Date | Percent Collected |
|---|---|---|---|---|---|---|
| ***General Fund :*** | | | | | | |
| Property Taxes | | 10,423,356 | 10,439,532 | 37,476 | 10,770,634 | 103.17% |
| Income Taxes | | 10,500,000 | 10,500,000 | 23,817 | 11,346,269 | 108.06% |
| State Revenue Sharing | | 5,028,914 | 5,417,959 | 864,903 | 4,522,509 | 83.47% |
| Licenses & Permits | | 367,025 | 373,562 | 3,420 | 303,695 | 81.30% |
| Federal Grants | | 1,346,427 | 947,291 | 44,828 | 1,018,701 | 107.54% |
| State Grants | | 3,185 | 4,021 | 0 | 8,607 | 214.05% |
| Charges For Goods & Services | | 1,294,072 | 1,248,210 | 165,588 | 1,176,429 | 94.25% |
| Fines & Forfeits | | 377,094 | 466,500 | 10,913 | 439,996 | 94.32% |
| Investment Income | | 115,000 | 235,000 | 119,083 | 451,361 | 192.07% |
| Contributions From Other Funds | | 120,000 | 125,000 | 198,099 | 214,851 | 171.88% |
| Contributions From Local Units | | 12,500 | 12,500 | 6,000 | 22,945 | 183.56% |
| Miscellaneous | | 225,323 | 301,701 | 40,287 | 540,796 | 179.25% |
| Total General Fund Revenues | | 29,812,896 | 30,071,276 | 1,514,414 | 30,816,793 | 102.48% |
| ***Funds Consolidated with the General Fund for Financial Reporting Purposes:*** | | | | | | |
| **102** | **Budget Stabilization** | **25,000** | **20,000** | **19,116** | **36,576** | **182.88%** |
| ***Permanent Funds :*** | | | | | | |
| 151 | Cemetery Perpetual Maint. | 37,000 | 37,000 | 47,287 | 80,323 | 217.09% |
| 155 | Ella W. Sharp Endowment | 23,850 | 34,264 | (1,641) | (1,641) | -4.79% |
| 160 | Lloyd E. Mount Endowment | 7,000 | 5,598 | (658) | (658) | -11.75% |
| ***Special Revenue Funds :*** | | | | | | |
| 202 | Major Street | 24,253,509 | 33,056,161 | 10,806,703 | 16,876,121 | 51.05% |
| 203 | Local Street | 2,889,376 | 1,225,334 | 245,203 | 1,426,512 | 116.42% |
| 208 | Ella W. Sharp Park Operating | 921,600 | 981,362 | 186,324 | 745,037 | 75.92% |
| 213 | Opiod Settlement Fund | 0 | 118,175 | 0 | 118,176 | 100.00% |
| 218 | Affordable Housing | 3,250,000 | 845,700 | 101,361 | 490,174 | 57.96% |
| 245 | Public Improvement | 1,269,500 | 1,289,000 | 10,651 | 1,342,803 | 104.17% |
| 246 | Cortland St. Redev. Project | 2,500,000 | 2,501,000 | 466,973 | 472,543 | 18.89% |
| 249 | Building Department | 497,500 | 495,180 | 44,229 | 550,360 | 111.14% |
| 251 | Housing Code Enforcement | 1,157,500 | 1,550,000 | 142,333 | 1,748,732 | 112.82% |
| 252 | Building Demolitions | 407,465 | 160,636 | 102,873 | 212,225 | 132.12% |
| 265 | Drug Law Enforcement | 15,610 | 20,700 | 278 | 4,818 | 23.28% |
| 272 | SAFER Grant | 524,760 | 562,182 | 54,955 | 273,334 | 48.62% |
| 273 | Project Safe Neighborhood | 120,969 | 50,129 | 7,609 | 84,410 | 168.39% |
| 275 | Byrne/JAG Programs | 0 | 52,715 | 0 | 68,614 | 130.16% |
| 279 | American Rescue Plan Act | 200,000 | 65,000 | 223,008 | 268,036 | 412.36% |
| 296 | Recreation Activity | 208,000 | 275,250 | 38,384 | 296,899 | 107.87% |
| 297 | Recreation Millage Program | 676,000 | 650,000 | 377,358 | 682,833 | 105.05% |
| ***Debt Service Funds :*** | | | | | | |
| 308 | 2020 Capital Improvement D/S | 223,702 | 216,614 | 0 | 223,702 | 103.27% |
| 352 | 2017 Mich. Trans. Fund D/S | 761,890 | 761,890 | 0 | 761,890 | 100.00% |
| 367 | 2021 City Hall Refunding D/S | 668,000 | 676,500 | 1,786 | 765,776 | 113.20% |
| 385 | 2016 Capital Improvement D/S | 144,087 | 144,087 | 0 | 144,087 | 100.00% |

*(Continued-)*

# City of Jackson
## All Funds - Revenue Summary
## As of and For the Twelve Months Ended June 30, 2023
### ( Prepared on the Adopted Budget-Basis )

- Continued -

| Fund/Fund Name | | 2022/23 Budget Original | 2022/23 Budget Amended | Actual Month To Date | Actual Year To Date | Percent Collected |
|---|---|---|---|---|---|---|
| ***Debt Service Funds (Continued) :*** | | | | | | |
| 386 | 2018 Capital Improvement D/S | 1,410,000 | 1,410,000 | 0 | 1,410,000 | 100.00% |
| 389 | 2017 BRA TIF Refunding D/S | 420,556 | 420,556 | 0 | 420,556 | 100.00% |
| 391 | 2021 BRA TIF Refunding D/S | 772,512 | 772,512 | 0 | 772,512 | 100.00% |
| 394 | 2001 DDA TIF D/S | 2,735,750 | 2,735,750 | 0 | 2,735,750 | 100.00% |
| 395 | 2019 DDA TIF Refunding D/S | 209,573 | 209,573 | 0 | 209,573 | 100.00% |
| ***Capital Projects Funds :*** | | | | | | |
| 401 | Capital Projects | 1,956,398 | 590,825 | 0 | 569 | 0.10% |
| 402 | Water Equip. and Replacemt. | 7,808,191 | 4,688,862 | (276,462) | 3,663,460 | 78.13% |
| 403 | Lead Service Line Replacement | 2,637,759 | 2,107,090 | 224,598 | 1,254,016 | 59.51% |
| 404 | Sanitary Sewer Maintenance | 399,931 | 474,399 | 49,904 | 323,391 | 68.17% |
| 405 | Sanitary Sewer Replacement | 672,950 | 1,107,862 | 283,539 | 1,163,863 | 105.05% |
| 406 | Wastewater Equip. Replacemt. | 16,095,054 | 4,997,578 | 880,662 | 2,585,906 | 51.74% |
| 407 | 2022 Sewer Sys. Project Const. | 0 | 6,237,198 | 736,138 | 1,486,222 | 23.83% |
| 409 | 2022 Water Sys. Project Const. | 0 | 311,845 | 0 | 0 | 0.00% |
| 488 | MLK Corridor Improvemt. Authority | 10,000 | 100,000 | 0 | 2,075 | 2.08% |
| 489 | Brownfield Redevelopmt. Auth. | 1,559,350 | 1,895,252 | 17,013 | 1,922,903 | 101.46% |
| 494 | DDA Project | 3,405,000 | 3,482,999 | 48,770 | 3,603,647 | 103.46% |
| ***Enterprise Funds :*** | | | | | | |
| 514 | Auto Parking System | 93,743 | 96,423 | 93,106 | 98,918 | 102.59% |
| 518 | Parking Assessment | 221,288 | 280,776 | 12,754 | 311,262 | 110.86% |
| 519 | Cooper/Francis Parking Deck | 11,050 | 15,630 | 5,017 | 27,517 | 176.05% |
| 590 | Sewer | 6,949,219 | 13,378,970 | 1,531,909 | 7,966,871 | 59.55% |
| 591 | Water | 15,234,895 | 14,650,309 | 1,327,611 | 12,743,202 | 86.98% |
| ***Internal Service Funds :*** | | | | | | |
| 641 | Public Works Administration | 399,794 | 354,172 | 38,999 | 354,600 | 100.12% |
| 642 | Engineering Administration | 265,891 | 259,042 | 29,951 | 278,662 | 107.57% |
| 643 | Local Site Remed. Revolving | 67,950 | 61,659 | 47,617 | 60,402 | 97.96% |
| 661 | Motor Pool and Garage | 2,823,832 | 2,905,486 | 457,149 | 2,520,831 | 86.76% |
| 676 | Workers' Compensation | 185,000 | 640,000 | 21,183 | 159,373 | 24.90% |
| 677 | Self-Insured Health Care | 5,940,600 | 5,677,000 | 491,994 | 4,932,900 | 86.89% |
| ***Trust & Agency Funds :*** | | | | | | |
| 703 | County & School Tax Collection | 65,000 | 27,075,000 | (87,107) | 0 | 0.00% |
| 731 | Employees' Retirement System | 6,040,000 | 5,090,000 | 0 | 4,315,860 | 84.79% |
| 732 | Policemen's/Firemen's Pension | 561,185 | 549,185 | 129,611 | 586,870 | 106.86% |
| 734 | Police./Fire. Pension-345 | 9,629,911 | 10,504,911 | 2,648,094 | 11,423,229 | 108.74% |
| 736 | Public Employees Health Care | 230,000 | 137,438 | 93,168 | 392,596 | 285.65% |
| ***Special Assessment Funds :*** | | | | | | |
| 852 | 2020 Special Assessment D/S | 161,335 | 161,335 | 0 | 161,288 | 99.97% |
| 895 | Special Assessment | 2,055,241 | 1,010,959 | 484,747 | 791,467 | 78.29% |

# City of Jackson
# Notes to Revenue & Expenditure Summaries
# As of and For the Twelve Months Ended June 30, 2023
## ( Prepared on the Adopted Budget-Basis )

***Note 1:*** **Revenues do not include budgeted appropriations from fund balance. These appropriations, together with budgeted revenues, are sufficient to fund budgeted expenditures, in accordance with State law.**

***Note 2:*** **A Budget Amendment is pending to correct this variance.**

# CITY COUNCIL MEETING MINUTES

July 11, 2023

**CALL TO ORDER:**

The Jackson City Council met in regular session in Council Chambers and was called to order at 6:30 p.m. by Mayor Daniel Mahoney.

**PLEDGE OF ALLEGIANCE AND INVOCATION:**

Council joined in the Pledge of Allegiance. Invocation was given by Third Ward Councilmember Angelita Gunn.

**ROLL CALL**:

Present: Mayor Daniel Mahoney, Second Ward Councilmember Freddie Dancy, Third Ward Councilmember Angelita Gunn, Fourth Ward Councilmember Laura Dwyer Schlecte, Fifth Ward Councilmember Karen Bunnell, and Sixth Ward Councilmember Will Forgrave.

Vice Mayor/First Ward Councilmember Arlene Robinson arrived after the initial roll call.

Absent: None.

Also present: City Manager Jonathan Greene, City Attorney Matthew Hagerty, City Clerk Andrea Muray, City Assessor Jason Yoakam, Director of Parks and Recreation Kelli Hoover, Chief Equity Officer John Willis, Deputy Director of Police Sergio Garcia, Director of Community Development Shane LaPorte, Director of Public Works Mike Osborne, and City Engineer Jon Dowling.

**ADOPTION OF AGENDA**:

Motion was made by Councilmember Gunn, seconded by Councilmember Forgrave to adopt the agenda. Vote - Yeas: Mayor Mahoney, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Absent: Vice Mayor Robinson. Motion carried.

**PRESENTATIONS/PROCLAMATIONS**: none.

**PUBLIC HEARINGS:**

Motion was made by Councilmember Bunnell, seconded by Councilmember Schlecte to recess as a City Council and convene as a Board of Review. Vote - Yeas: Mayor Mahoney, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: none. Absent: Vice Mayor Robinson. Motion carried.

**6.1 Special Assessment Roll No. 3426 - Arnold Street**

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to open the public hearing for Special Assessment Roll No. 3426. Vote was done by voice with all in favor.

Jennifer Eubanks (121 Arnold) and Steve Lauer (1035 Cooper) protested the special assessment. Annette Albert (118 Arnold) emailed protest was read into the record. The Petition to Oppose Special Assessment Roll No. 3426 filed with the City Clerk containing 9 of the 17 property owner's signatures was added to the record.

Motion was made Councilmember Schlecte, seconded by Councilmember Bunnell to close the public hearing. Vote was done by voice with all in favor.

a) Approve the resolution confirming Special Assessment Roll No. 3426 for street reconstruction and water main replacement on Arnold Street from Cooper to the east end.

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to vote down the resolution for Special Assessment Roll No. 3426. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**6.2 Special Assessment Roll No. 3427 - Biddle Street**

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to open the public hearing for Special Assessment Roll No. 3427. Vote was done by voice with all in favor.

No protests, in person or in writing, were offered during the public hearing.

Motion was made by Councilmember Forgrave, seconded by Vice Mayor Robinson to close the public hearing. Vote was done by voice with all in favor.

a) Approve the resolution confirming Special Assessment Roll No. 3427 for street reconstruction and water and sewer main replacement on Biddle from Greenwood to Williams.

Motion was made by Councilmember Forgrave, seconded by Councilmember Gunn to approve the resolution for item 6.2. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**6.3 Special Assessment Roll No. 3428 - Burr Street Cooper to State**

Motion was made by Councilmember Schlecte, seconded by Councilmember Forgrave to open the public hearing for Special Assessment Roll No. 3428 for street reconstruction and water and sewer main replacement on Burr Street Cooper to State. Vote was done by voice with all in favor.

Maria Garcia (702 Burr) protested during the hearing. Robroy Thorne (514 Burr), Chris Benn (808 Burr), and Eric Galindo (820 Burr) emailed protests which were read into the record. Alicia Jones spoke during the public hearing.

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to close the public hearing. Vote was done by voice with all in favor.

a) Approve the resolution confirming Special Assessment Roll No. 3428 for street reconstruction and water and sewer main replacement on Burr Street, Cooper to State**.**

Motion was made by Councilmember Schlecte, seconded by Councilmember Gunn to postpone the item until the August Meeting. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers, Gunn, Schlecte (4). Nays: Councilmembers Dancy, Bunnell, and Forgrave (3). Motion carried.

Motion was made by Mayor Mahoney, seconded by Councilmember Schlecte to postpone Biddle Street until the August meeting. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

Motion was made by Councilmember Forgrave, seconded by Mayor Mahoney to postpone Special Assessment Roll Nos. 3429, 3430, 3431, 3435, 3436, and 3439 until the August Meeting. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**6.4 Special Assessment Roll No. 3429 - Burr Street, State to Waterloo**

a) Approve the resolution confirming Special Assessment Roll No. 3429 for street reconstruction and water and sewer main replacement on Burr Street, State to Waterloo

**6.5 Special Assessment Roll No. 3430 -Deyo Street**

a) Approve the resolution confirming Special Assessment Roll No. 3430 for street reconstruction and water and sewer main replacement on Deyo Street, Elm to Gorham

**6.6 Special Assessment Roll No. 3431 - Dwight Street**

a) Approve the resolution confirming Special Assessment Roll No. 3431 for street reconstruction and water main replacement on Dwight Street, Chapin to Tyson.

**6.7 Special Assessment Roll No. 3435 – Grinnell**

a) Approve the resolution confirming Special Assessment Roll No. 3435 for street reconstruction and water main replacement on Grinnell, Norfolk to Wildwood

**6.8 Special Assessment Roll No. 3436 – McBride**

a) Approve the resolution confirming Special Assessment Roll No. 3436 for street reconstruction and water main replacement on McBride, Fourth to First Street.

**6.9 Special Assessment Roll No. 3439 - Williams Street**

a) Approve the resolution confirming Special Assessment Roll No. 3439 for street reconstruction and water and sewer main replacement on Williams, Biddle to Wilkins Street.

**CITIZEN COMMENTS:**

Citizen comments were heard and the meeting continued.

**PETITIONS & COMMUNICATION FROM CITY STAFF AND OTHER GOVERNMENTAL ENTITIES:**

**8.1 City of Jackson, Michigan Financial Statements as of and for the 11 Months Ended May 31, 2023**

**8.2 CDBG, HOME, & CV Financial Summaries for May 2023**

Motion was made by Councilmember Forgrave, seconded by Councilmember Schlecte to accept and place on file items 8.1 and 8.2. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**CONSENT CALENDAR:**

**9.1 Minutes of the Regular Meeting of June 13, 2023 Council Meeting**
*Approve the minutes of the regular meeting of June 13, 2023 City Council Meeting.*

**9.2 Recognition of Jackson Area Hockey Association as a non-profit organization**
*Approve a resolution recognizing Jackson Area Hockey Association as a non-profit organization.*

**9.3 Local Governmental Unit Approval for Social District Permit**
*Adopt a resolution recommending the Michigan Liquor Control Commission consider approving a Social District Permit for Tilted Arcade Bar.*

**9.4 Special Event Application: Jackson Hispanic Heritage Festival**
*Approve a request from Nuestra Comunidad to host their Jackson Hispanic Heritage Festival event on September 16, 2023, in Horace Blackman Park, the True Community Credit Union City Square, and on the streets of downtown Jackson.*

**9.5 Special Event Application: Relay for Life**
*Approve a request from the American Cancer Society to host their Relay for Life event July 28-29, 2023, in and around Sparks Foundation Park.*

**9.6 Special Event Application: Veteran Suicide Prevention Ruck March**
*Approve a request from the Jackson County Military Coalition to host their Veteran Suicide Prevention Ruck March on September 09, 2023, on the sidewalks/crosswalks of Jackson.*

**9.7 Special Event Application: Home of New Vision Recovery Out Loud Walk**
*Approve a request from the Home of New Vision to host their Recovery Out Loud Walk on September 9, 2023, on the streets/sidewalks of Jackson.*

**9.8 Special Event Application: Downtown Day**
*Approve a request from the Jackson Downtown Development Authority to host Downtown Day on July 30, 2023 in Horace Blackman Park, Bucky Harris Park, and various downtown sidewalks/parking lots.*

**9.9 Special Event Application: Lean Rocket Lab Local Fellows Pop-Up Market**
*Approve a request from Lean Rocket Lab to host their Local Fellows Pop-Up Market on Friday, July 28, 2023, from 10 am – 2 pm in downtown Jackson parking lot next to their building.*

**9.10 Special Event Application: Gospel Fest**
*Approve a request from the Jackson College Department of Multicultural Affairs to host their Gospel Fest event on July 16, 2023, in Horace Blackman Park, the True Community Credit Union City Square, and on the streets of downtown Jackson.*

**9.11 Special Event Application: YPOP Explorers'**
*Approve a request from the YPOP Explorers to host their event on July 24, 2023 on the streets of Jackson.*

Motion was made by Councilmember Dancy, seconded by Councilmember Schlecte to approve the consent agenda. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**OTHER BUSINESS:** none.

**NEW BUSINESS:**

**11.1 Public Works Forestry Services contract extension with Johnny's Tree Service, Inc.**
**Recommendation:** *Approval of the one-year contract extension with Johnny's Tree Service, Inc., for as needed tree trimming, tree removals, and stump grinding, with a 2.5% increase for an estimated cost of $206,800 for the fiscal year 2023/24.*

Motion was made by Councilmember Dancy, seconded by Councilmember Gunn to approve the one-year contract extension with Johnny's Tree Service, Inc., for as needed tree trimming, tree removals, and stump grinding, with a 2.5% increase for an estimated cost of $206,800 for the fiscal year 2023/24. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.2 Purchase of 4,000 tons of road salt for the 2023/2024 winter season**
**Recommendation:** *Approve the purchase of 4,000 tons of road salt from Detroit Salt Company at a cost of $77.87 per ton for a total amount of $311,480, for the 2023/2024 winter season through cooperative bidding with the Jackson County Department of Transportation.*

Motion was made by Councilmember Dancy, seconded by Councilmember Bunnell to approve the purchase of 4,000 tons of road salt from Detroit Salt Company at a cost of $77.87 per ton for a total amount of $311,480, for the 2023/2024 winter season through cooperative bidding with the Jackson County Department of Transportation. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.3 Award the Loomis Park Playground Project Phase 2 Change Order 2 to R.W. Mercer of Jackson, Michigan in the lesser amount of -$8,005.00.**
**Recommendation:** *Award the Loomis Park Playground Project Phase 2 Change Order 2 to R.W. Mercer of Jackson, Michigan in the lesser amount of -$8,005.00.*

Motion was made by Councilmember Dancy, seconded by Vice Mayor Robinson to award the Loomis Park Playground Project Phase 2 Change Order 2 to R.W. Mercer of Jackson, Michigan in the lesser amount of $8,005.00. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.4 Professional Engineering Services Contract with Fishbeck, for Construction Administration Services for the Drinking Water State Revolving Fund**
**Recommendation:** *Approval of Professional Engineering Services Contract with Fishbeck, for Construction Administration of the Fiscal Year 2023 Drinking Water State Revolving Fund Improvement projects at a not to exceed amount of $134,000.*

Motion was made by Councilmember Dancy, seconded by Councilmember Forgrave to approve the Professional Engineering Services Contract with Fishbeck, for Construction Administration Services for the Drinking Water State Revolving Fund in an amount not to exceed $134,000 for the 2023 Fiscal Year. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.5 Region 2 Planning Commission Invoice – Local Share Cost of JACTS Unified Work Program FY 2023**
**Recommendation:** *Approve payment of the invoice from Region 2 Planning Commission for local share cost of Jackson Area Comprehensive Transportation Study (JACTS) Unified Work Program for FY 2023, in the amount of $24,508.00, in accordance with the recommendation of the City Engineer, and authorize the City Engineer to sign the Local Funding Resolution.*

Motion was made by Councilmember Dancy, seconded by Councilmember Schlecte to approve the payment of the Region 2 Planning Commission Invoice – Local Share Cost of JACTS Unified Work Program FY 2023 in the amount of $24,508.00, in accordance with the recommendation of the City Engineer, and authorize the City Engineer to sign the Local Funding Resolution. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.6 Change Order No. 1 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc.**

**Recommendation:** *Approval of Change Order No. 1 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of $158,668, and authorize the City Manager and Director of Public Works to execute the appropriate documents.*

Motion was made by Councilmember Dancy, seconded by Councilmember Gunn to approve Change Order No. 1 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of $158,668, and authorize the City Manager and Director of Public Works to execute the appropriate documents. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

**11.7 Approve Conditional Phase 1 Facility License**

**Recommendation:** *Approve conditional phase one license for Five Point Farms, LLC, Marihuana Microbusiness at 744 E. South Street, per Ordinance No. 2020-15. Authorize the City Manager to sign the Development Agreement and make minor modifications as necessary.*

Motion was made by Councilmember Schlecte, seconded by Councilmember Bunnell to approve the conditional phase one license for Five Point Farms, LLC, Marihuana Microbusiness at 744 E. South Street, per Ordinance No. 2020-15 and to authorize the City Manager to sign the Development Agreement and make minor modifications as necessary. Vote - Yeas: Mayor Mahoney, Vice Mayor Robinson, Councilmembers Gunn, Schlecte, Bunnell, and Forgrave (6). Nays: Councilmember Dancy (1). Motion carried.

**CITY COUNCILMEMBER'S COMMENTS:**

Mayor Mahoney, Vice Mayor Robinson, and Councilmembers Dancy, Gunn, Schlecte, Bunnell, and Forgrave all offered comments.

**MANAGER'S COMMENTS:**

City Manager Jonathan Greene offered comments.

**ADJOURNMENT:**

No further business being offered a motion to adjourn was made by Councilmember Dancy, seconded by Councilmember Forgrave. Vote was done by voice with all in favor. Mayor Mahoney adjourned the meeting at 8:38 p.m.

JACKSON
Founded 1829

City Clerk's Office
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4025

**MEMO TO:** Honorable Mayor and City Councilmembers

**FROM:** Andrea Muray, City Clerk

**DATE:** August 15, 2023

**SUBJECT:** Local Governing Body Resolution for Charitable Gaming License – Jackson Pride Center

---

**RECOMMENDATION:**

Consideration of approval of the Local Governing Body Resolution for Charitable Gaming Licenses for Jackson Pride Center. Approval of the resolution will recognize the Jackson Pride Center as a non-profit organization operating in the community for the purpose of obtaining a charitable gaming license through the State of Michigan.

Your consideration and concurrence is appreciated.

C: Jonathan Greene, City Manager

Charitable Gaming Division
Box 30023, Lansing, MI 48909
OVERNIGHT DELIVERY:
101 E. Hillsdale, Lansing MI 48933
(517) 335-5780
www.michigan.gov/cg

# LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a _____ meeting of the Jackson City Council
REGULAR OR SPECIAL — TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from Jackson Pride Center of Jackson,
NAME OF ORGANIZATION — CITY

county of Jackson, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable

gaming licenses, be considered for approval.
APPROVAL/DISAPPROVAL

| APPROVAL | | DISAPPROVAL | |
|---|---|---|---|
| Yeas: | _____ | Yeas: | _____ |
| Nays: | _____ | Nays: | _____ |
| Absent: | _____ | Absent: | _____ |

---

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the Jackson City Council at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD — REGULAR OR SPECIAL

meeting held on _____.
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

_____
PRINTED NAME AND TITLE

_____
ADDRESS

COMPLETION: Required.
PENALTY: Possible denial of application.

BSL-CG-1[illegible]

**From:** Latrivia Guinn <latrivia99@gmail.com>
**Sent:** Wednesday, May 31, 2023 10:19:23 PM
**To:** James Johnson Jr. <jjohnsonjr@ibew252.org>
**Subject:** Resignation

Good evening,

Thank you so much for the opportunity to sit on the HRC board. It has been a pleasure working with you all. I don't want to be selfish and hold a spot when someone else may be interested in a position. I haven't been able to make the meetings as frequent as I would like. So unfortunately after careful consideration I have decided to resign from my position. Thank you again for the opportunity to serve my community.

If there's anything else I need to do please let me know.

Thanks,

Latrivia Guinn

CITY OF JACKSON
Founded 1829

Office of the Mayor
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4028 • Facsimile: (866) 384-1772

**MEMO TO:** City Councilmembers

**FROM:** Daniel J. Mahoney, Mayor

**DATE:** August 15, 2023

**SUBJECT:** Appointment to the Human Relations Commission

---

**RECOMMENDATION:**

> **Approve the Mayor's recommendation to appoint Barbara Holt to the Human Relations Commission for a three-year term, beginning immediately and ending on December 31, 2026, in concurrence with the HRC recommendation.**

It is my recommendation to appoint Barbara Holt to the Human Relations Commission for a three-year term, beginning immediately and ending December 31, 2026, in concurrence with the HRC recommendation.

Your consideration and concurrence is appreciated.

DJM:lmm

**Lisa Moutinho**

**From:** noreply@civicplus.com
**Sent:** Wednesday, January 11, 2023 9:22 AM
**To:** Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho; Leticia Albarran
**Subject:** Online Form Submittal: City of Jackson Board/Commission Application

# City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

| | |
|---|---|
| First Name | Barbara |
| Last Name | Holt |
| Address | 143 , Moore St |
| City | Jackson |
| State | MI |
| Zip | 49203 |
| Phone Number | 248-579-8725 |
| Email | bholt1054@gmail.com |
| Last four digits of Social Security Number | |
| Occupation | Pastor |
| Describe your community involvement. | I am the pastor of Lane Memorial CME Church. Recently appointed I plan to bring and initiate the ministries that I assisted and began in Inkster Michigan. I will be initiating a food and clothing ministry and I am looking to start a transition home for abused and battered women and children. |
| Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements. | Yes |

| | |
|---|---|
| If you answered "No" where do you reside? | *Field not completed.* |
| If you answered "Yes" how long have you been a City resident? | 3 months |
| Which board or commission are you interested in? You may choose more than one. | Affordable Housing Development Board, Civil Service Board, Human Relations Commission , Jackson Housing Commission, Police-Fire Pension Fund Board of Trustees - Original Charter Plan |
| If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission. | Yes |
| Why do you want to serve on your selected board or commission? | I want to help to make a difference and learn more of the ways that our city works, and thrives. |
| Upload additional documents | *Field not completed.* |

(Section Break)

Appointment Process

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(Section Break)

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(Section Break)

Final Submission

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| | |
|---|---|
| Digital Signature | Barbara Holt |
| Date of Submission | January 11, 2023 |

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CITY OF JACKSON
Founded 1829

Office of the Mayor
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4028 • Facsimile: (866) 384-1772

**MEMO TO:** City Councilmembers

**FROM:** Daniel J. Mahoney, Mayor

**DATE:** August 15, 2023

**SUBJECT:** Appointment to the Human Relations Commission

---

**RECOMMENDATION:**

> **Approve the Mayor's recommendation to appoint Bikash Jha to the Human Relations Commission for a three-year term, beginning immediately and ending on December 31, 2026, in concurrence with the HRC recommendation.**

It is my recommendation to appoint Bikash Jha to the Human Relations Commission for a three-year term, beginning immediately and ending December 31, 2026, in concurrence with the HRC recommendation.

Your consideration and concurrence is appreciated.

DJM:lmm

**Lisa Moutinho**

**From:** noreply@civicplus.com
**Sent:** Saturday, January 21, 2023 11:48 AM
**To:** Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho; Leticia Albarran
**Subject:** Online Form Submittal: City of Jackson Board/Commission Application

# City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

| | |
|---|---|
| First Name | Bikash |
| Last Name | Jha |
| Address | 1309 Tanbark ln w |
| City | Jackson |
| State | Mi |
| Zip | 49203 |
| Phone Number | 5172407219 |
| Email | Bikjha08@gmail.com |
| Last four digits of Social Security Number | |
| Occupation | Adjunct faculty at Jackson College and Accountants at JCISD |
| Describe your community involvement. | N/a |
| Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements. | No |
| If you answered "No" where do you reside? | Jackson County, Blackman Township |

| | |
|---|---|
| If you answered "Yes" how long have you been a City resident? | *Field not completed.* |
| Which board or commission are you interested in? You may choose more than one. | Civil Service Board, Community Police Oversight Commission, Economic Development Corporation for Jackson County, Human Relations Commission , Income Tax Board of Review , Jackson District Library Board of Trustees |
| If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission. | Yes |
| Why do you want to serve on your selected board or commission? | To bring diverse predictive to the table where unconscious biased decisions impact the residents at all level. Also represent the minor community. |
| Upload additional documents | *Field not completed.* |

(Section Break)

Appointment Process

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(Section Break)

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(Section Break)

Final Submission

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*consideration by the City Council. A board or commission appointment is a non-paid volunteer position.*

| | |
|---|---|
| Digital Signature | Bikash Jha |
| Date of Submission | 01/21/2023 |

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CITY OF JACKSON
Founded 1829

Office of the Mayor
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4028 • Facsimile: (866) 384-1772

**MEMO TO:** City Councilmembers

**FROM:** Daniel Mahoney, Mayor

**DATE:** August 15, 2023

**SUBJECT:** Reappointments to Downtown Development Authority

---

**RECOMMENDATION:**

**Approval of the Mayor's recommendation to reappoint Kelly Sharrer, Jason Butterfield and Ted Christoff to the Downtown Development Authority, each for a four-year term, beginning immediately and ending on March 31, 2027**

In accordance with the City Code Section 2-401 providing for creation of Authority pursuant to Act 197 of the Public Acts of 1975, adopted 3/2/77 and City Commission resolution adopted 11/26/91. Members are appointed by the Mayor subject to Council confirmation, for four year terms. The Mayor serves during term of office. The Board shall consist of 13 members, with at least seven having an interest in downtown district property, and at least one member a resident of the downtown district.

It is my recommendation, therefore, to reappoint Kelly Sharrer, Jason Butterfield and Ted Christoff to the Downtown Development Authority, each for a four-year term, beginning immediately, and ending on March 31, 2027.

Your consideration and concurrence is appreciated.

DM:lmm

**Lisa Moutinho**

**From:** noreply@civicplus.com
**Sent:** Wednesday, July 12, 2023 10:35 AM
**To:** Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho; Leticia Albarran
**Subject:** Online Form Submittal: City of Jackson Board/Commission Application

# City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

| | |
|---|---|
| First Name | Kelly |
| Last Name | Sharrer |
| Address | 10575 Rountree Rd |
| City | Hanover |
| State | MI |
| Zip | 49241 |
| Phone Number | 5179142221 |
| Email | kelly@jacksonchamber.org |
| Last four digits of Social Security Number | |
| Occupation | Projects & Operations Director |
| Describe your community involvement. | As an applicant for a reappointment to serve on the DDA Board of Directors, I am thrilled to express my continued commitment to the growth and success of our beloved Jackson community. Having served on the board for several years already, I believe my experience, passion, and extensive connections with the local business community make me a valuable asset to the board.<br><br>For the past decade, I have had the privilege of working in the heart of downtown Jackson, witnessing its evolution and actively participating in its revitalization efforts. Through my roles at the Jackson County Chamber of Commerce and Experience Jackson, I have gained deep insights into the challenges and opportunities that our community faces. This experience has not only equipped me with a comprehensive understanding of the dynamics of our local economy but has |

also instilled in me an unwavering dedication to fostering positive change.

Growing up in Jackson, Michigan, I have developed an enduring love and strong sense of belonging to this community. I am deeply invested in its future, and my desire to see it thrive drives my every endeavor. I strongly believe that the success of any community hinges on the collaboration between its residents, businesses, and local government. In my previous term on the board, I actively engaged with community members and businesses, listening to their concerns, ideas, and aspirations. By maintaining a finger on the pulse of the community, I ensured that the board's decisions were aligned with the true needs and desires of our constituents.

One of my key strengths lies in my vast network of connections within the local business community. These relationships have allowed me to foster partnerships, advocate for economic growth, and drive initiatives that support local entrepreneurs. As a representative on the DDA Board of Directors, I have been able to utilize these connections to forge alliances between businesses, government entities, and community organizations, ultimately leading to increased collaboration and positive outcomes for our downtown area.

If reappointed to the board, I will continue to be a dedicated advocate for Jackson's economic development, employing my experience, knowledge, and relationships to promote initiatives that attract investment, drive foot traffic, and create a vibrant downtown experience. I am committed to working closely with local businesses to understand their needs, address their concerns, and provide them with the support necessary to thrive.

I firmly believe that my track record, deep roots in the community, and my passion for the success of Jackson make me an ideal candidate for reappointment to the DDA Board of Directors. I am excited about the opportunity to continue serving our community in this capacity and working together with fellow board members to shape a bright future for Jackson.

Thank you for considering my application. I am confident that, given the chance, I will contribute significantly to the growth and success of our community.

| | |
|---|---|
| Are you a City of Jackson resident? Being a non- | No |

| | |
|---|---|
| resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements. | |
| If you answered "No" where do you reside? | Jackson County |
| If you answered "Yes" how long have you been a City resident? | Hanover |
| Which board or commission are you interested in? You may choose more than one. | Downtown Development Authority Board |
| If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission. | *Field not completed.* |
| Why do you want to serve on your selected board or commission? | As an applicant for a reappointment to serve on the DDA Board of Directors, I am thrilled to express my continued commitment to the growth and success of our beloved Jackson community. Having served on the board for several years already, I believe my experience, passion, and extensive connections with the local business community make me a valuable asset to the board.<br><br>For the past decade, I have had the privilege of working in the heart of downtown Jackson, witnessing its evolution and actively participating in its revitalization efforts. Through my roles at the Jackson County Chamber of Commerce and Experience Jackson, I have gained deep insights into the challenges and opportunities that our community faces. This experience has not only equipped me with a comprehensive understanding of the dynamics of our local economy but has also instilled in me an unwavering dedication to fostering positive change.<br><br>Growing up in Jackson, Michigan, I have developed an enduring love and strong sense of belonging to this community. I am deeply invested in its future, and my desire to see it thrive drives my every endeavor. I strongly believe that the success of any community hinges on the collaboration between its |

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Upload additional documents

*Field not completed.*

(Section Break)

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*recommendation is confirmed by the City Council, you may officially start the process of becoming a member of a board or commission.*

(Section Break)

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(Section Break)

Final Submission
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| | |
|---|---|
| Digital Signature | Kelly Sharrer |
| Date of Submission | 7/12/2023 |

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**Lisa Moutinho**

**From:** noreply@civicplus.com
**Sent:** Tuesday, July 25, 2023 3:37 PM
**To:** Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho; Leticia Albarran
**Subject:** Online Form Submittal: City of Jackson Board/Commission Application

# City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

| | |
|---|---|
| First Name | Jason |
| Last Name | Butterfield |
| Address | 1502 Carlton Blvd |
| City | Jackson |
| State | MI |
| Zip | 49203 |
| Phone Number | 5177872430 |
| Email | jason.butterfield@jvbco.com |
| Last four digits of Social Security Number | |
| Occupation | Financial Advisor |
| Describe your community involvement. | Current DDA board member. Big Brothers BIg sisters big. |
| Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements. | Yes |
| If you answered "No" where do you reside? | *Field not completed.* |

| | |
|---|---|
| If you answered "Yes" how long have you been a City resident? | *Field not completed.* |
| Which board or commission are you interested in? You may choose more than one. | Downtown Development Authority Board |
| If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission. | Yes |
| Why do you want to serve on your selected board or commission? | I live in the city, work downtown, and have a vested interest in Jackson success. |
| Upload additional documents | *Field not completed.* |

(Section Break)

Appointment Process

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*consideration by the City Council. A board or commission appointment is a non-paid volunteer position.*

| | |
|---|---|
| Digital Signature | Jason Butterfield |
| Date of Submission | 07/25/2023 |

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**Lisa Moutinho**

**From:** noreply@civicplus.com
**Sent:** Wednesday, July 12, 2023 4:52 PM
**To:** Daniel Mahoney; John Willis; Aaron Dimick; Lisa Moutinho; Leticia Albarran
**Subject:** Online Form Submittal: City of Jackson Board/Commission Application

# City of Jackson Board/Commission Application

City of Jackson Board/Commission Application

| | |
|---|---|
| First Name | Ted |
| Last Name | Christoff |
| Address | 400 N Mechanic st |
| City | Jackson |
| State | MI |
| Zip | 49201 |
| Phone Number | 5172060022 |
| Email | ted@christoffs.com |
| Last four digits of Social Security Number | |
| Occupation | self employed |
| Describe your community involvement. | Chamber, DDA, JCCA, |
| Are you a City of Jackson resident? Being a non-resident does not prevent you from serving on a board or commission. However, some boards and commissions have residency requirements. | No |
| If you answered "No" where do you reside? | leoni |

| | |
|---|---|
| If you answered "Yes" how long have you been a City resident? | Jackson |
| Which board or commission are you interested in? You may choose more than one. | Downtown Development Authority Board |
| If you selected the Civil Service Board, are you a registered voter? Only registered voters can serve on this commission. | *Field not completed.* |
| Why do you want to serve on your selected board or commission? | continuation of current board seat. |
| Upload additional documents | *Field not completed.* |

(Section Break)

Appointment Process

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*consideration by the City Council. A board or commission appointment is a non-paid volunteer position.*

| | |
|---|---|
| Digital Signature | Ted Christoff |
| Date of Submission | 7-12-2023 |

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CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Council Members

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** Special Event Application: Fall Fest & Chili Classic

---

**Recommendation:**

Approve a request from the Downtown Development Authority and McKibbin Media to host the Fall Fest & Chili Classic on September 30, 2023 in downtown Jackson.

Attached is a memo and supporting paperwork from Jacqueline Austin regarding the Special Event Application for the Fall Fest & Chili Classic.

I recommend approval of the special event application for the Fall Fest & Chili Classic. Your consideration and concurrence is appreciated.

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Jacqueline Austin, Interim Director, DDA

**DATE:** August 15, 2023

**RECOMMENDATION:** Approve a request from the Downtown Development Authority and McKibbin Media to host the Fall Fest & Chili Classic on September 30, 2023 in downtown Jackson.

**SUMMARY:** A family-friendly event with activities for people of all ages. Chili cook-off, children's area, live music, corn hole tournament, and so much more.

---

## DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

| DEPARTMENT | APPROVAL | DENIAL | ECONOMIC IMPACT |
|---|---|---|---|
| DDA | X | | $0.00 |
| Engineering | X | | $0.00 |
| Fire | X | | $0.00 |
| Neighborhood & Economic Operations | X | | $0.00 |
| Parks & Recreation | X | | $0.00 |
| Police | X | | $0.00 |
| Public Works | X | | $1500.00 |
| | | ***TOTAL*** | ***$1500.00*** |

## CONDITIONS & CONSIDERATIONS

Electricity, road closures, parking lot closures, black metal fencing

## INSURANCE STATUS

Included as part of the DDA/City of Jackson liability insurance policy

---

ATTACHMENTS: Special Event Application: 2023 Fall Fest & Chili Classic

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

# SPECIAL EVENT APPLICATION

***Application must be submitted 60 days PRIOR to event***

## Application Attachments

- ☐ $50 Application Fee
- ☐ $25 Late/Rush Fee
- ☐ Insurance documentation for sponsoring organization
- ☐ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

***Make checks payable to "Downtown Development Authority"***

## Special Event Application Policy

*Additional charges may occur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 $ft^2$ and does not block any intersections, driveways, or right-of-ways.

## Applicant Information

| | | |
|---|---|---|
| Sponsoring Organization Legal Name: JAckson DDA | | |
| Address: 161 W. Michigan Ave | | Phone: ( 517 ) 768-6410 |
| Tax ID#: | Website: Jacsondda.org | |
| Contact Name: Andrea Econ | Phone: 517-768-6411 | Email: aecon@cityofjackson.org |
| Contact Name: Jacqueline Austin | Phone: 517-768-6410 | Email: jacksondda@cityofjackson.org |
| Contact Name During Event: Andrea | | Phone: ( 517 ) 392-791 |

## Event Information

Event Name: Fall Fest & Chili Classic

| Event Date(s): | Set up Time: | Start Time: | End Time: | Tear Down Time: |
|---|---|---|---|---|
| Saturday September 30th | 5 am | 11 am | 7 pm | 8 pm |

Has this event occurred before? ☒Yes, (if yes, how many previous years? 3 years (+ multiple at other location) ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 5,000

## Type of Event (*please check all that apply*)

☐Walk/Run ☒Festival ☐March/Parade ☐Other:_____

## Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☒Horace Blackman Park

☒Bucky Harris Park X

☐Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☒TRUE City Square (Stage)

☐MLK Equality Trail

☒Other Location: Downtown JAckson streets/sidewalks and parking lots # 8 and 14

☒Streets: Michigan Ave, Jackson St, Pearl St, and Mechanic St. Hayes Ct.

☐Other Park:_____

## Brief description of Event

*This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.*

A family-friend;y event with activities for people of all ages. Chili cook-off, craft vendors, children's area, (petting zoo, bounce house, games, activities). Live music, corn hole, pumpkin painting.

## Street Closure– *Please indicate all street closures on your map.*

Street Name: Please See Attached List Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

## City Resources Requests

**Not all resources may be available at your requested site.**

*Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.*

☒ **Electrical Power:** Indicate electrical requirements: 110s plugs, in ground Food Truck plugs
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: fields building lot, varios plugs from Michigan Ave & Horace Blackman
****All electrical lines MUST be covered to limit tripping hazards. ****

☒ **Water Needs**: Indicate water requirements: Valve on hydrants (2)
Amount of water needed: for tent barrel filling Locations of where water is needed: Hayes Ct & Michigan Ave + Parking Lot #14

☒ **Food/Vendors**: Indicate vendors requirements: 110-150-amp electricity
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: Horace Blackman Park Number of vendors: _____

☐ **Alcohol Sales**: (If yes attach liquor license and liquor liability insurance)
Start Time: _____ End Time: _____

☐ **Amusement or Carnival Rides**: If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks**: If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)
☒ Other: Closures barricades/cones for parking lot 8&14- Black Request Extra Police presance * See Notes

## Insurance

*Please request the following documentation from your insurance carrier.*

| Insurance Type | Requirements |
|---|---|
| Certificate of Liability Insurance *(MUST also be provided by all vendors)* | • Showing a liability coverage of at least $1,000,000<br>• Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured |
| Liquor Liability Insurance *(if needed)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |
| XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |

☐ *I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.*

## Event Map *Details of all event activities MUST be included.*

| | | |
|---|---|---|
| ☒ Route Plan | ☐ Emergency Vehicle Access | ☒ Restroom Locations |
| ☒ Vendor Locations | ☐ Dispersal Locations | ☒ Tables |
| ☒ Tent Locations | ☒ Trash Receptacles | ☒ Requested Reserved Parking |
| ☒ Assembly Locations | ☒ Requested Street Closures | ☒ Electrical Wires & Outlets |

*If these details change, a revised map must be provided seven days prior to event.*
*Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

# Special Event Application

## Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: _____

Date: 6/29/2023_____

| Office Use ONLY |
|---|
| Application Received:<br>Date:<br><br>Time:<br><br>By: |
| Application Fee Received: N/A |

| Application Requirements |
|---|
| Application MUST be submitted 60 days PRIOR to event<br>*****NO EXCEPTIONS***** |
| Application MUST be submitted along with all required attachments to:<br>City of Jackson<br>Downtown Development Authority Office<br>161 W Michigan Ave, 5th Floor<br>Jackson Michigan, MI 49201 or aecon@cityofjackson.org<br>(517) 768-6411 |
| **Prohibited Items**<br>*Additional fees may apply if policies are not followed* |
| No ground stakes<br>No confetti or glitter<br>No use of outlets without prior approval |

Police Request

We would like to request extra police presence for this event. 4 During the day and 8-10 in the evening. Please let us know if this is possible. Thank you!

# Fall Fest

## & CHILI CLASSIC

## Saturday, September 30

K1053.com/fallfest

N. Jackson St.

XXXXXXPearl St.
Road Closed

Hayes St.

Kids Kingdown

Horace Blackman Park

Kids' Kingdom FREE

ROad Closed @ Hayes Ct

Bucky Harris Park

Parking lot #14 Closed

Chili Tasting Wristbands $5 ea.

Mechanic St.

W. Michigan Ave.

Chili Tasting Wristbands $5 ea.

Parking Lot #8 Closed

- Parking
- Public Restroom
- Purchase chili tasting wristbands
- K105.3 Stage - live music
- Power Cow Stage - live music
- Kids' Kingdom - free activities
- Chili contestants
- Vendors
- Road closure

Cortland St.

Martin Luther King Jr. Dr.

105.3 JACKSON'S HIT MUSIC

# Fall Fest & CHILI CLASSIC

# VENDOR Application

## Saturday, September 30, 2023

**Downtown Jackson • See timeline & details page 2**

**Business/Vendor Name** _____

**Address** _____

**Type of Vendor/Products you Sell** _____
*A limited amount of similar vendors will be accepted.*

**Contact Person** _____ **Phone** _____

**Email** _____

**____ YES, I need to be placed near electricity access** **____ Electricity Not Needed**

## VENDOR FEE: $75.00

**Includes (1) 8' table and 2 folding chairs. If you have your own 10x10' canopy we recommend bringing it or renting one as we cannot provide them. All tents must be secured with weights.**

**Select additional items: ____ extra table $10** **___ extra booth space $25**

**CHECK OR MONEY ORDER ENCLOSED FOR $_____**

**Return this form to McKibbin Media Group, 1700 Glenshire Dr., Jackson MI 49201**
**OR email to asmith@k1053.com and call 517-787-9546 to pay over the phone.** 2% service fee applies.

**Cancellation deadline: September 5, 2023**
**Your vendor fee will be refunded to you if you have to cancel on or before September 5, 2023. Cancellations after September 5 will not receive a refund.**

**ABOUT THE EVENT – Saturday, September 30, 2023**
Welcome to the 3rd annual K105.3 Fall Fest & Chili Classic, a continuation and expansion of the long-standing K105.3 Chili Cook-Off. This FREE event will include a variety of family-friendly fall activities and live music on 2 stages in downtown Jackson. Chili tasting wristbands will be sold for $5.00 each starting at Noon. More details as they become available will be posted at K1053.com/fallfest.

Chili contestants and vendor booths will be located along Michigan Ave. between Jackson Street and Mechanic Street. Hand washing and sanitary stations will be available. We recommend you bring your own jug of water and receptacle for rinsing as needed.

**TIMELINE – subject to change. See K1053.com/fallfest for latest updates.**

| | |
|---|---|
| 7:00am | Chili & Salsa Contestant Setup Begins – you will be notified of more specific details |
| 10:00am | Cooks' Meeting & Health Department Inspection<br>Cooking may not commence until each booth has been cleared to cook – we will complete this process as quickly as possible |
| 12:00pm | Event opens to the public |
| 2:00pm | Chili tasting begins |
| 4:00pm | Chili tasting ends – OR when the majority of the chili runs out |
| 6:00pm | Vendors close |
| 4pm-8pm | Chili awards followed by live entertainment |

**PARKING**
A map including parking options and designated areas for loading & unloading will be provided to you within 2 weeks prior to the event.

**ELECTRICITY**
If you are in need of electricity to power decorations/accessories for your booth, please let us know **NO LATER THAN SEPTEMBER 18** so we can place you accordingly. You must bring your own extension cord and are responsible for taping down your own cords. **Do not plug anything into outlets downtown unless pre-approved to do so as this may cause an outage.**

**PRODUCTS & SALES**
You may sell your products, make appointments and distribute information. There will be no political promotion of any kind. No firearms or weapon sales of any kind. No food, beverage, or alcohol sales unless pre-approved. If for any reason your application is rejected it will be returned to you with your payment.

*Thank you for being an important part of this event!*

**Questions: Ashley Smith, Promotions Director: asmith@k1053.com**

105.3 JACKSON'S HIT MUSIC

# Fall Fest & CHILI CLASSIC

# CHILI Application

## Saturday, September 30, 2023

**Downtown Jackson • See timeline & details page 2**

**ALL COOKING DONE ON-SITE. MUST PROVIDE YOUR OWN:**
**Portable propane cooking device, ingredients, pots/cookware, utensils, cutting board, etc., canopy/tent.**
**ALL CHILI COOKS MUST BE UNDER A CANOPY PER HEALTH DEPARTMENT. All canopies must be weighted or secured.**

**Business** _____ **Team Name** _____

**Contact Person** _____ **Phone** _____

**Email** _____

**CATEGORY:** ____ **Amateur** ____ **Professional** ____ **School** ____ **Salsa**

____ **YES, I need to be placed near electricity access** ____ **Electricity Not Needed**

**Trophies and cash awards will be given to the winner of each category according to our panel of judges via blind taste test, PLUS an overall People's Choice trophy will be awarded.**

## PARTICIPATION FEE: $50.00

**Send check or money order to: McKibbin Media Group, 1700 Glenshire Dr., Jackson MI 49201.**
**Cancellation deadline: September 5, 2023**
**Your participation fee will be refunded to you if you have to cancel on or before September 5, 2023. Cancellations after September 5 will not receive a refund.**

I have read the Chili Application packet and agree to abide by the contest rules and guidelines stated therein.

_____ _____
Signature Date

Welcome to the 3rd annual K105.3 Fall Fest & Chili Classic, a continuation and expansion of the long-standing K105.3 Chili Cook-Off. This FREE event will include a variety of family-friendly fall activities and live music on 2 stages in downtown Jackson. Chili tasting wristbands will be sold for $5.00 each starting at Noon. More details as they become available will be posted at K1053.com/fallfest.

Chili contestants and vendor booths will be located along Michigan Ave. between Jackson Street and Mechanic Street. Hand washing and sanitary stations will be available. We recommend you bring your own jug of water and receptacle for rinsing as needed.

**TIMELINE – subject to change. See K1053.com/fallfest for latest updates.**

| | |
|---|---|
| 7:00am | Chili & Salsa Contestant Setup Begins – you will be notified of more specific details |
| 10:00am | Cooks' Meeting & Health Department Inspection<br>Cooking may not commence until each booth has been cleared to cook – we will complete this process as quickly as possible |
| 12:00pm | Event opens to the public |
| 2:00pm | Chili tasting begins |
| 4:00pm | Chili tasting ends – OR when the majority of the chili runs out |
| 4pm-8pm | Chili awards followed by live entertainment |

**PARKING**

A map including parking options and designated areas for loading & unloading will be provided to you within 2 weeks prior to the event.

**ELECTRICITY**

Due to extremely limited availability of electricity and the amount of power electric cooking devices use, all cooking and hot-holding devices must be **GAS-POWERED** (portable camping stoves are recommended). Fire extinguishers will be available in case of emergency. If you are in need of electricity to power decorations/accessories for your booth, please let us know **NO LATER THAN SEPTEMBER 18** so we can place you accordingly. You must bring your own extension cord and are responsible for taping down your own cords. **Do not plug anything into outlets downtown unless pre-approved to do so as this may cause an outage.**

**RULES & REQUIREMENTS**

See detailed health department guidelines on following page(s).

- All cooking must be done on-site. Prep may only be done off-site prior to the event if done so in a licensed commercial kitchen facility.
- All cooks must be under a tent or canopy for protection and sanitary reasons. All tents and canopies must be weighted or secured appropriately for safety.
- Each cook is responsible for cleaning up garbage generated at their own booth. Please bring a trash bag and dispose of it in the dumpster provided.
- 2-oz. Tasting cups will be provided to you just prior to tasting time. Fill these halfway with your chili/salsa to hand out to attendees with neon green chili tasting wristbands. Do not serve those without a neon green wristband.
- There may be no bribing or any kind of payment offered in exchange for votes. This will result in immediate disqualification.
- No outside alcohol.
- Must make MINIMUM 10 gallons of chili to be eligible for awards. Salsa contestants must make a minimum of 5 gallons of salsa.
- Canned foods may be strained at home; place in a clean resealable bag or airtight container.
- At least one of your booth representatives must attend the mandatory cooks' meeting at 10am
- Booths may not be used for political reasons.

- To reduce litter, we ask that no flyers/paper handouts be given at your booth.

**FOOD SAFETY TIPS FROM THE JACKSON COUNTY HEALTH DEPARTMENT**

## 5 Risk Factors

Top five causes of foodborne illness.

- **Food from Unsafe Sources**
  - Non-licensed Establishment
  - No Home Prepared Food
- **Improper Holding Temperatures**
  - Cold Holding
  - Hot Holding
  - Thawing
  - Cooling
- **Inadequate Cooking Temperatures**
  - Cooking
  - Reheating
- **Contaminated Food Equipment**
  - Cutting Boards
  - Utensils
  - Other Food Contact Surfaces
- **Poor Personal Hygiene**
  - Unhealthy Employees
  - Improper Hand Washing
  - Bare Hand Contact with Ready-to-eat Food

## 2 Basic Health and Hygiene

**Food handlers must:**

- have clean outer apparel;
- use proper hair restraints;
- cover cuts, wounds or infected boils with a waterproof bandage and impervious glove;
- be symptom free from diarrhea, vomiting, fever, jaundice or a sore throat;
- be excluded from work if diagnosed with or exposed to:
  - Salmonella,
  - Shigella,
  - E. coli,
  - Hepatitis A,
  - or norovirus.




**norovirus**
is the leading cause of disease outbreaks from contaminated food.

## 4 Cold Holding

Potentially hazardous foods must be stored cold at an internal temperature of **41°F or below**. Be sure to check internal food temperatures before your inspector arrives. Storage may be in either an electric refrigerator or freezer or an approved cold food storage container. This is to be done when transporting food to the event and during the event.

Containers must be insulated, hard sided, cleanable and maintain food temperature control. All food products must be tightly sealed in bags or boxes to prevent wetness and contamination. Do not leave foods out of the refrigerator to thaw. Contact your LHD to review approved methods.

- Home refrigeration is not acceptable.
- Foods must be stored at proper temperatures.
- Foods must be covered, stored off the ground and not subject to contamination. *(Crates or carts are recommended.)*



**Questions related to food safety and preparation can be directed to the Jackson County Health Department: (517) 788-4420**

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Council Members

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** Special Event Application: Grand River Environmental Action Team Grand River Cleanup

---

**Recommendation:**

Approve a request from the Grand River Environmental Action Team to host their Grand River Cleanup on September 9, 2023 in the Grand River and R.A. Greene Park.

Attached is a memo and supporting paperwork from Jacqueline Austin regarding the Special Event Application for the Grand River Environmental Action Team Grand River Cleanup.

I recommend approval of the special event application for the Grand River Environmental Action Team Grand River Cleanup. Your consideration and concurrence is appreciated.

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Jacqueline Austin, Interim Director, DDA

**DATE:** August 15, 2023

**RECOMMENDATION:** Approve a request from the Grand River Environmental Action Team to host their Grand River Cleanup on September 9, 2023 in the Grand River and R.A. Greene Park.

**SUMMARY:** Cleanup of the Grand River

---

## DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

| DEPARTMENT | APPROVAL | DENIAL | ECONOMIC IMPACT |
|---|---|---|---|
| DDA | X | | $0.00 |
| Engineering | X | | $0.00 |
| Fire | X | | $0.00 |
| Community Development | X | | $0.00 |
| Parks & Recreation | X | | $0.00 |
| Police | X | | $0.00 |
| Public Works | X | | $0.00 |
| | | ***TOTAL*** | ***$0.00*** |

## CONDITIONS & CONSIDERATIONS

None

## INSURANCE STATUS

Approved and on-file with the DDA and City Attorney

---

ATTACHMENTS: Special Event Application: Grand River Cleanup

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

# SPECIAL EVENT APPLICATION

***Application must be submitted 60 days PRIOR to event***

## Application Attachments

- ☑ $50 Application Fee
- ☐ $25 Late/Rush Fee
- ☑ Insurance documentation for sponsoring organization
- ☑ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

***Make checks payable to "Downtown Development Authority"***

## Special Event Application Policy

*Additional charges may occur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 $ft^2$ and does not block any intersections, driveways, or right-of-ways.

## Applicant Information

| | | |
|---|---|---|
| Sponsoring Organization Legal Name: Grand River Environmental Action Team | | |
| Address: P.O. Box 223, Jackson, MI 49204 | | Phone: ( 517 ) 513-7504 |
| Tax ID#: 38-2986485 | Website: www.great-mi.org | |
| Contact Name: Jack L. Ripstra | Phone: (517) 740-5680 | Email: jlripstra@aol.com |
| Contact Name: | Phone: | Email: |
| Contact Name During Event: Jack L. Ripstra | | Phone: ( 517 ) 740-5680 |

## Event Information

Event Name: Grand River Cleanup

| Event Date(s): | Set up Time: | Start Time: | End Time: | Tear Down Time: |
|---|---|---|---|---|
| September 9, 2023 | 10:00 a.m. | 11:00 a.m. | 4:00 p.m. | 5:00 p.m. |

Has this event occurred before? ☑Yes, (if yes, how many previous years? 32 ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 50

## Type of Event (*please check all that apply*)

☐Walk/Run ☐Festival ☐March/Parade ☑Other: Cleanup of the Grand River

## Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☐Horace Blackman Park

☐Bucky Harris Park

☐Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐TRUE City Square (Stage)

☐MLK Equality Trail

☐Other Location: _____

☐ Streets: _____

☑Other Park: R.A. Greene

## Brief description of Event

*This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.*

Cleanup of the Grand River from downtown Jackson to R.A. Greene Park

## Street Closure– *Please indicate all street closures on your map.*

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

## City Resources Requests

Not all resources may be available at your requested site.

*Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.*

☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs:** Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☐ **Food/Vendors:** Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales:** (If yes attach liquor license and liquor liability insurance)
Start Time:_____ End Time: _____

☐ **Amusement or Carnival Rides:** If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks:** If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☐Other:_____

## Insurance

*Please request the following documentation from your insurance carrier.*

| Insurance Type | Requirements |
|---|---|
| Certificate of Liability Insurance *(MUST also be provided by all vendors)* | • Showing a liability coverage of at least $1,000,000<br>• Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured |
| Liquor Liability Insurance *(if needed)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |
| XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |

☐ *I am a Level I Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.*

## Event Map *Details of all event activities MUST be included.*

| | | |
|---|---|---|
| ☑Route Plan | ☐Emergency Vehicle Access | ☑Restroom Locations |
| ☐Vendor Locations | ☐Dispersal Locations | ☑Tables |
| ☐Tent Locations | ☑Trash Receptacles | ☐Requested Reserved Parking |
| ☐Assembly Locations | ☐Requested Street Closures | ☐Electrical Wires & Outlets |

*If these details change, a revised map must be provided seven days prior to event.*
*Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

# Special Event Application

## Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: _____

Date: June 29, 2023

| Office Use ONLY |
|---|
| Application Received: |
| Date: |
| Time: |
| By: |
| Application Fee Received: |

$60 CK#4936

| Application Requirements |
|---|
| Application MUST be submitted 60 days PRIOR to event<br>***NO EXCEPTIONS*** |
| Application MUST be submitted along with all required attachments to:<br>City of Jackson<br>Downtown Development Authority Office<br>161 W Michigan Ave, 5th Floor<br>Jackson Michigan, MI 49201 or aecon@cityofjackson.org<br>(517) 768-6411 |
| **Prohibited Items**<br>*Additional fees may apply if policies are not followed* |
| No ground stakes<br>No confetti or glitter<br>No use of outlets without prior approval |

michigan municipal league

# Liability & Property Pool

## CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED AS LISTED BELOW.

**Name and Address of Participant:**
City of Jackson

161 W. Michigan Ave.
Jackson, MI 49201

**Coverage Afforded:**
Michigan Municipal League Liability and Property Pool
1675 Green Road
Ann Arbor, MI 48105-2530

**Name and Address of Service Provider:**
Meadowbrook, Inc.
P.O. Box 2054
Southfield, MI 48037-2054

This is to certify that the coverage listed below has been issued to the participant named above and is in-force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded herein is subject to all the terms, exclusions and conditions of the Pool contract.

| Coverage | Contract Number | Expiration Date | Limits of Liability |
|---|---|---|---|
| General Liability | MML001244938 | 7/1/2024 | $5,000,000 |
| Automobile Liability | | | Bodily Injury & Property Damage Combined Single Limit |
| Other | | | |

**Description of Operations/Locations/Vehicles:**

Certificate Holder Additional Insured solely with respect to: Grand River Environmental Action Team Paddle the Grand, River Clean Up

CANCELLATION: Should any of the above described coverages be canceled before the expiration date thereof, the administrator will endeavor to mail 60 days' written notice to the certificate holder named below, but failure to mail such notice shall impose no obligation or liability of any kind upon the Pool.

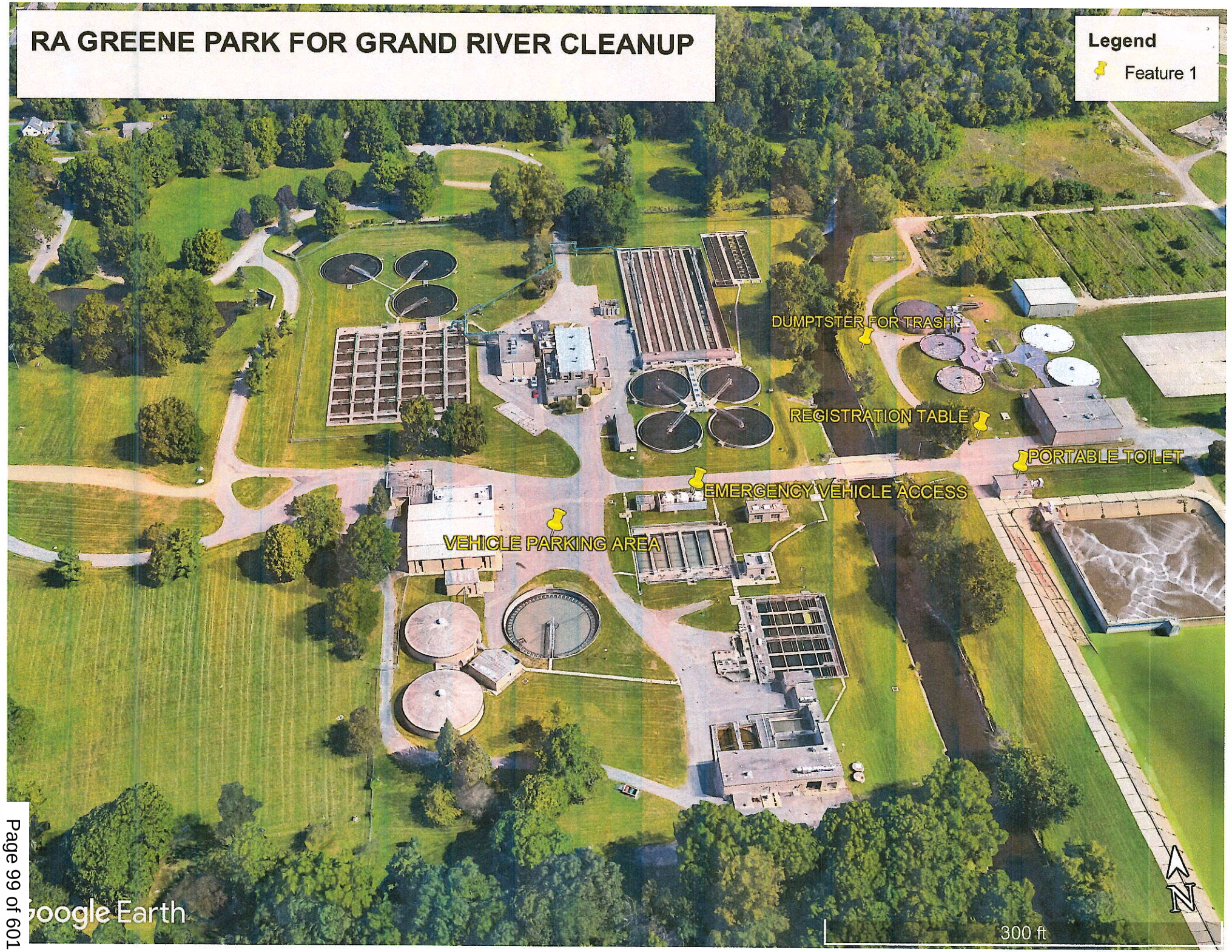
**Name and Address of Certificate Holder:**

G.R.E.A.T.
P.O. Box 223
Jackson, MI 49204

Date Issued: 5/26/2023

By: Joan Opett
Authorized Representative

MML-1(11/99)


RA GREENE PARK FOR GRAND RIVER CLEANUP
Legend
Feature 1
DUMPTSTER FOR TRASH
REGISTRATION TABLE
PORTABLE TOILET
EMERGENCY VEHICLE ACCESS
VEHICLE PARKING AREA
Google Earth
300 ft
N

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Council Members

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** Special Event Application: Loomis Park Community

---

**Recommendation:**

Approve a request from the Nation Outside with Safe & Just Michigan to host their Loomis Park Community August 18, 2023 at Loomis Park in the City of Jackson.

Attached is a memo and supporting paperwork from Jacqueline Austin regarding the Special Event Application for the National Night Out.

I recommend approval of the special event application for the National Night Out. Your consideration and concurrence is appreciated.

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Jacqueline Austin, Interim Director, DDA

**DATE:** August 15, 2023

**RECOMMENDATION:** Approve a request from the Nation Outside with Safe & Just Michigan to host their Loomis Park Community August 18, 2023 at Loomis Park in the City of Jackson.

**SUMMARY:** Community Fair to promote, educate, and inform about Nation Outside initiatives, focusing on agencies providing community benefits and resources, especially education, employment, housing, and voting.

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## DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

| DEPARTMENT | APPROVAL | DENIAL | ECONOMIC IMPACT |
|---|---|---|---|
| DDA | X | | $0.00 |
| Engineering | X | | $0.00 |
| Fire | X | | $0.00 |
| Community Development | X | | $0.00 |
| Parks & Recreation | X | | $0.00 |
| Police | X | | $0.00 |
| Public Works | X | | $0.00 |
| | | ***TOTAL*** | ***$0.00*** |

## CONDITIONS & CONSIDERATIONS

Electrical power

## INSURANCE STATUS

Approved and on-file with the DDA and City Attorney's office

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ATTACHMENTS: Special Event Application: National Night Out

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

# SPECIAL EVENT APPLICATION

***Application must be submitted 60 days PRIOR to event***

## Application Attachments

- ☐ $50 Application Fee
- ☐ $25 Late/Rush Fee
- ☐ Insurance documentation for sponsoring organization
- ☐ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

***Make checks payable to "Downtown Development Authority"***

## Special Event Application Policy

*Additional charges may occur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 $ft^2$ and does not block any intersections, driveways, or right-of-ways.

## Applicant Information

| | | |
|---|---|---|
| Sponsoring Organization Legal Name: Nation Outside, via Safe & Just Michigan fiscal sponsorship | | |
| Address: 521 Seymour Ave Lansing, MI 48933 | | Phone: (517.225.3186 |
| Tax ID#: 38-35220445 | Website: www.nationoutside.org | |
| Contact Name: Jessica Henry | Phone: 517.474.7488 | Email: jessicah@nationoutside.org |
| Contact Name: | Phone: | Email: |
| Contact Name During Event: Jessica Henry | | Phone: ( 517.474.7488 |

## Event Information

Event Name: Loomis Park Community

| Event Date(s): | Set up Time: | Start Time: | End Time: | Tear Down Time: |
|---|---|---|---|---|
| August 18, 2023 | 9:00 am | 10:00 am | 4:00 pm | 4:00 pm |

Has this event occurred before? ☐Yes, (if yes, how many previous years?_____ ☒No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 75 - 200

## Type of Event (*please check all that apply*)

☐Walk/Run ☐Festival ☐March/Parade ☑Other: Community Resource Fair

## Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☐Horace Blackman Park

☐Bucky Harris Park

☐Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐TRUE City Square (Stage)

☐MLK Equality Trail

☑Other Location: Loomis Park

☐ Streets:_____

☐Other Park:_____

## Brief description of Event

*This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.*

Nation Outside will be hosting a Community Fair to educate, promote, and inform people about Nation Outside, our initiatives, and how we can support each other. We will be inviting agencies that provide benefits and resources to the community, especially those that provide resources in education, employment, housing, and voting..
SOS Mobile Unit and Vaccines will be available onsite.

## Street Closure– *Please indicate all street closures on your map.*

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

## City Resources Requests

**Not all resources may be available at your requested site.**

*Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.*

☑ **Electrical Power:** Indicate electrical requirements: SOS and DJ will need electric outage
Amount of electrical wattage needed: unknown at this time Amount of plug ins: 4
Locations of where plugs are needed: Under the pavillion
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs**: Indicate water requirements: _____
Amount of water needed: _____ Locations of where water is needed: _____

☐X **Food/Vendors**: Indicate vendors requirements: One Food Truck
Amount of electrical wattage needed: N/A Amount of plug ins: N/A
Locations of where plugs are needed: Generator Number of vendors: _____

☐ **Alcohol Sales**: (If yes attach liquor license and liquor liability insurance)
Start Time: _____ End Time: _____

☐ **Amusement or Carnival Rides**: If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks**: If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)
☐Other: _____

## Insurance

*Please request the following documentation from your insurance carrier.*

| Insurance Type | Requirements |
|---|---|
| Requested<br>Certificate of Liability Insurance<br>*(MUST also be provided by all vendors)* | • Showing a liability coverage of at least $1,000,000<br>• Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured |
| Liquor Liability Insurance *(if needed)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |
| XCU Fireworks Liability Insurance<br>*(if needed; required for all fireworks displays)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |

☐ *I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.*

## Event Map *Details of all event activities MUST be included.*

| | | |
|---|---|---|
| ☐Route Plan | ☐Emergency Vehicle Access | ☐Restroom Locations |
| ☐Vendor Locations | ☐Dispersal Locations | ☐Tables |
| ☐Tent Locations | ☐Trash Receptacles | ☐Requested Reserved Parking |
| ☐Assembly Locations | ☐Requested Street Closures | ☐Electrical Wires & Outlets |

*If these details change, a revised map must be provided seven days prior to event.*
*Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

# Special Event Application

## Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: Catherine Mynack

Date: 6/19/2023

| Office Use ONLY |
|---|
| Application Received:<br>Date: 6/26<br>Time: A.E.<br><br>By: |
| Application Fee Received: |

| Application Requirements |
|---|
| Application MUST be submitted 60 days PRIOR to event<br>*****NO EXCEPTIONS***** |
| Application MUST be submitted along with all required attachments to:<br>City of Jackson<br>Downtown Development Authority Office<br>161 W Michigan Ave, 5th Floor<br>Jackson Michigan, MI 49201 or aecon@cityofjackson.org<br>(517) 768-6411 |
| **Prohibited Items**<br>*Additional fees may apply if policies are not followed* |
| No ground stakes<br>No confetti or glitter<br>No use of outlets without prior approval |

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/11/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| Doty Insurance Services<br>P.O. Box 158<br>Grand Ledge, MI 48837 | PHONE (A/C, No, Ext): (517) 627-3245 | FAX (A/C, No): (517) 627-4450 |
| | E-MAIL ADDRESS: dotyagency@dotyinsurance.com | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Auto-Owners Insurance Company | 18988 |
| INSURER B : Accident Fund National Insurance Company | 12305 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED

Safe & Just Michigan
521 Seymour Ave
Lansing, MI 48933

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | 4911871000 | 3/27/2023 | 3/27/2024 | EACH OCCURRENCE | $ |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 1,000,000 |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | DED RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 100061609 | 9/29/2022 | 9/29/2023 | PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) | N / A | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Jackson"& Jackson Downtown Development Authority

**CERTIFICATE HOLDER**

CITY OF JACKSON

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Stephanie L Taylor


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CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Council Members

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** Special Event Application: Public Rosary

---

**Recommendation:**

Approve a request from Queen of the Miraculous Medal Church to host their Public Rosary on October 8, 2023, in Horace Blackman Park and the True Community Credit Union City Square.

Attached is a memo and supporting paperwork from Jacqueline Austin regarding the Special Event Application for the Public Rosary.

I recommend approval of the Public Rosary. Your consideration and concurrence is appreciated.

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Jacqueline Austin, Interim Director, DDA

**DATE:** August 15, 2023

**RECOMMENDATION:** Approve a request from Queen of the Miraculous Medal Church to host the Public Rosary on October 8, 2023 in Horace Blackman Park and the True Community Credit Union City Square.

.**SUMMARY:** A welcoming prayer service that last one hour. Free and open to the public.

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## DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

| DEPARTMENT | APPROVAL | DENIAL | ECONOMIC IMPACT |
|---|---|---|---|
| DDA | X | | $0.00 |
| Engineering | X | | $0.00 |
| Fire | X | | $0.00 |
| Community Development | X | | $0.00 |
| Parks & Recreation | X | | $0.00 |
| Police | X | | $0.00 |
| Public Works | X | | $0.00 |
| | | ***TOTAL*** | ***$0.00*** |

## CONDITIONS & CONSIDERATIONS

Electricity

## INSURANCE STATUS

Approved and on file with the City Attorney and Jackson DDA.

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ATTACHMENTS: Special Event Application: Public Rosary

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

# SPECIAL EVENT APPLICATION

***Application must be submitted 60 days PRIOR to event***

## Application Attachments

- [x] $50 Application Fee
- [ ] $25 Late/Rush Fee
- [ ] Insurance documentation for sponsoring organization
- [ ] Event Map –*Please indicate the location of all items*
- [ ] Liquor License & Liquor Liability Insurance (if applicable)
- [ ] Carnival Ride Permit (*if applicable*)
- [ ] Insurance documentation for all vendors (if applicable)

***Make checks payable to "Downtown Development Authority"***

## Special Event Application Policy

*Additional charges may occur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 $ft^2$ and does not block any intersections, driveways, or right-of-ways.

| Applicant Information | | |
|---|---|---|
| Sponsoring Organization Legal Name: Queen of the Miraculous Medal Church | | |
| Address: 606 S Wisner St, Jackson MI 49203 | | Phone: ( 517-783-2748 |
| Tax ID#: 38-1358402 | Website: queenschurch.com | |
| Contact Name: Fr. Timothy MacDonald | Phone: 517-783-2748 | Email: frtim@queenschurch.com |
| Contact Name: Jeannette Lienhart | Phone: 517-783-2748 | Email: jlienhart@queenschurch.com |
| Contact Name During Event: Fr. Timothy MacDonald | | Phone: ( 517 )888-3502 |

| Event Information | | | | |
|---|---|---|---|---|
| Event Name: Public Rosary | | | | |
| Event Date(s): | Set up Time: | Start Time: | End Time: | Tear Down Time: |
| October 8, 2023 | 12:30 p.m. | 2:00 p.m. | 3:00 p.m. | 3:00 p.m. |

Has this event occurred before? ☑Yes, (if yes, how many previous years? 17 years ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 100-150

## Type of Event (*please check all that apply*)

☐Walk/Run ☐Festival ☐March/Parade ☑Other: Prayer Service

## Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☑Horace Blackman Park

☐Bucky Harris Park

☐Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐TRUE City Square (Stage)

☐MLK Equality Trail

☐Other Location: _____

☐ Streets: _____

☐Other Park: _____

## Brief description of Event

*This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.*

Prayer Service lasting approximately 1 hour

## Street Closure– *Please indicate all street closures on your map.*

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

## City Resources Requests

**Not all resources may be available at your requested site.**

*Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.*

☑ **Electrical Power:** Indicate electrical requirements: Just a few outlets near the mural to plug in keyboard and amplifiers.
Amount of electrical wattage needed: _____ Amount of plug ins: 3
Locations of where plugs are needed: Around the mural
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs**: Indicate water requirements: _____
Amount of water needed: _____ Locations of where water is needed: _____

☐ **Food/Vendors**: Indicate vendors requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales**: (If yes attach liquor license and liquor liability insurance)
Start Time: _____ End Time: _____

☐ **Amusement or Carnival Rides**: If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks**: If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☐Other: _____

## Insurance

*Please request the following documentation from your insurance carrier.*

| Insurance Type | Requirements |
|---|---|
| Certificate of Liability Insurance *(MUST also be provided by all vendors)* | • Showing a liability coverage of at least $1,000,000<br>• Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured |
| Liquor Liability Insurance *(if needed)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |
| XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |

☐ *I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.*

## Event Map *Details of all event activities MUST be included.*

| | | |
|---|---|---|
| ☐Route Plan | ☐Emergency Vehicle Access | ☐Restroom Locations |
| ☐Vendor Locations | ☐Dispersal Locations | ☐Tables |
| ☐Tent Locations | ☐Trash Receptacles | ☐Requested Reserved Parking |
| ☐Assembly Locations | ☐Requested Street Closures | ☑Electrical Wires & Outlets |

*If these details change, a revised map must be provided seven days prior to event.*
*Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

# Special Event Application

## Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: Timothy Emmonsmith

Date: 7/5/23

| Office Use ONLY |
|---|
| Application Received: |
| Date: 7/17 |
| Time: |
| By: Andrea Econ |
| Application Fee Received: yes |

| Application Requirements |
|---|
| Application MUST be submitted 60 days PRIOR to event<br>*****NO EXCEPTIONS***** |
| Application MUST be submitted along with all required attachments to:<br>City of Jackson<br>Downtown Development Authority Office<br>161 W Michigan Ave, 5th Floor<br>Jackson Michigan, MI 49201 or aecon@cityofjackson.org<br>(517) 768-6411 |
| **Prohibited Items**<br>*Additional fees may apply if policies are not followed* |
| No ground stakes<br>No confetti or glitter<br>No use of outlets without prior approval |


Pearl St
True Stage
power
Hughes Ct

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/5/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: |
|---|---|
| Arthur J. Gallagher Risk Management Services, LLC<br>300 Ottawa NW<br>Suite 301<br>Grand Rapids MI 49503 | PHONE (A/C, No, Ext): 616-233-0910 FAX (A/C, No): 616-233-0923<br>E-MAIL ADDRESS: |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Princeton Excess & Surplus Lines Ins Co | 10786 |
| INSURER B : Safety National Casualty Corporation | 15105 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Michigan Catholic Conference
QUEEN OF MIRACULOUS MEDAL, JACKSON 5054
510 S. Capitol Ave.
Lansing MI 48933

**COVERAGES** **CERTIFICATE NUMBER:** 1771430318 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A<br>A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>X Add'l Ins Form#<br>X PESFG1161G<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | Y | | N2-A3-EX-0000006-10<br>R2-A3-FF-0000009-20 | 7/1/2023<br>7/1/2023 | 7/1/2024<br>7/1/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 10,000,000<br>$<br>$<br>$ Included<br>$ 10,000,000<br>$ 10,000,000<br>$ |
| A<br>A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | N2-A3-EX-0000006-10<br>R2-A3-FF-0000009-20 | 7/1/2023<br>7/1/2023 | 7/1/2024<br>7/1/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 10,000,000<br>$<br>$<br>$<br>$ |
| | UMBRELLA LIAB OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE<br>$ | $<br>$<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | SP4066507 | 7/1/2023 | 7/1/2024 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A<br>A | Misc Professional Liability<br>Dir & Off/Counselors E&O<br>Claims Made Retro Date | | | N2-A3-EX-0000006-10<br>R2-A3-FF-0000009-20 | 7/1/2023<br>7/1/2023 | 7/1/2024<br>7/1/2024 | Occ/Claims Made<br>Aggregate<br>7/1/1985 | $10,000,000<br>$10,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
**LIMITS ARE INCLUSIVE OF DEFENSE & INSURED RETENTION**
CERTIFICATE HOLDER NAMED ADDITIONAL INSURED REGARDING GENERAL LIABILITY PER FORM FG1161H FOR

PUBLIC ROSARY ON OCTOBER 8, 2023.

**CERTIFICATE HOLDER**

City Of Jackson Downtown Development Authority
161 W Michigan Ave.
Jackson MI 49201
USA

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

**© 1988-2015 ACORD CORPORATION. All rights reserved.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies Insurance provided under the **Followed Policy**:

COMMERCIAL EXCESS FOLLOW FORM POLICY

This Policy is subject to the following:

## Schedule

Name of Additional **Insured** Person(s) or Organization(s): City of Jackson
161 W Michigan Ave.
Jackson, MI 49201

Description of Activity(ices) or Operation(s): Public Rosary held on 10/8/2023

The person or organization named in the Schedule above is added as an additional **Insured** under this policy but only as respects liability arising out of the specified activity(ices) or operation(s) described in the above and caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf. Naming this entity as an additional **Insured** does not increase our Limits of Insurance as specified in the Declarations Page.

All other terms and conditions remain unchanged.

This endorsement forms a part of the policy to which attached, effective on the inception date of the policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to the preparation of the policy.)

| | | |
|---|---|---|
| Endorsement effective: 10/08/2023 | Policy No: R2-A3-FF-0000009-20 | Endorsement No. 2 |
| Named Insured: Michigan Catholic Conference | | |

**Authorized Representatives for The Princeton Excess And Surplus Lines Insurance Company**

**By:** _____
Ignacio Rivera
Deputy General Counsel and
Assistant Secretary

**By:** _____
Michael G. Kerner
President and Chief Executive Officer

**Date**: 07/17/2023



FG1004J 10 21

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CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Council Members

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** Special Event Application: Beats in the Park

---

**Recommendation:**

Approve a request from Double Crossed Media, LLC to host Beats in the Park on Saturday, September 23, 2023 in Horace Blackman, Bucky Harris Parks, Grand River Pavilion and the streets of downtown Jackson.

Attached is a memo and supporting paperwork from Jacqueline Austin regarding the Special Event Application for Beats in the Park.

I recommend approval of the special event application for Beats in the Park. Your consideration and concurrence is appreciated.

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Jacqueline Austin, Interim Director, DDA

**DATE:** August 15, 2023

**RECOMMENDATION:** Approve a request from Double Crossed Media, LLC to host Beats in the Park on Saturday, September 23, 2023 in Horace Blackman, Bucky Harris Parks, Grand River Pavilion and the streets of downtown Jackson.

**SUMMARY:** Community music and art festival featuring family-friendly activities

---

## DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

| DEPARTMENT | APPROVAL | DENIAL | ECONOMIC IMPACT |
|---|---|---|---|
| DDA | X | | $0.00 |
| Engineering | X | | $0.00 |
| Fire | X | | $0.00 |
| Community Development | X | | $0.00 |
| Parks & Recreation | X | | $0.00 |
| Police | X | | $0.00 |
| Public Works | X | | $400.00 |
| | | ***TOTAL*** | ***$400.00*** |

## CONDITIONS & CONSIDERATIONS

Electricity, road closed barricades and pending garbage cans and picnic tables depending on event garbage plan.

## INSURANCE STATUS

Approved and on file with the DDA and City Attorney

---

ATTACHMENTS: Special Event Application: Beats in the Park

ANDREA 5-12-23

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

JACKSON
Founded 1829

# SPECIAL EVENT APPLICATION

***Application must be submitted 60 days PRIOR to event***

## Application Attachments

- ☑ $50 Application Fee
- ☐ $25 Late/Rush Fee
- ☐ Insurance documentation for sponsoring organization
- ☐ Event Map –*Please indicate the location of all items*
- ☐ Liquor License & Liquor Liability Insurance (if applicable)
- ☐ Carnival Ride Permit (*if applicable*)
- ☐ Insurance documentation for all vendors (if applicable)

***Make checks payable to "Downtown Development Authority"***

## Special Event Application Policy

*Additional charges may occur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 ft$^2$ and does not block any intersections, driveways, or right-of-ways.

## Applicant Information

| | | |
|---|---|---|
| Sponsoring Organization Legal Name: Double Crossed Media, LLC | | |
| Address: 508 W. Biddle Street, Jackson, MI | Phone: (517) 879-9479 | |
| Tax ID#: | Website: | |
| Contact Name: Kyle Wade | Phone: (517)879-9479 | Email: KyleWade1462@gmail.com |
| Contact Name: Tyler Hall | Phone: (517)914-1031 | Email: incredihall@gmail.com |
| Contact Name During Event: Kyle Wade | | Phone: (517) 879-9479 |

## Event Information

Event Name: Beats In The Park: Music & Art Festival

| Event Date(s): | Set up Time: | Start Time: | End Time: | Tear Down Time: |
|---|---|---|---|---|
| Saturday, Sept. 23rd, 2023 | 12:00 pm | 3:00 pm | 10:00pm | 10:00 – 11:00pm |

Saturday Sep 23rd

Has this event occurred before? ☑ Yes, (if yes, how many previous years? 2 ☐ No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? ~400

## Type of Event (*please check all that apply*)

☐ Walk/Run ☑ Festival ☐ March/Parade ☐ Other: _____

## Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☑ Horace Blackman Park

☑ Bucky Harris Park

☐ Ella Sharp Park *(requires Ella Sharp Board approval)*

☑ GrandRiver Farmers Market Pavilion

☑ TRUE City Square (Stage)

☐ MLK Equality Trail

☐ Other Location: _____

☒ Streets: Jackson St

☐ Other Park: _____

## Brief description of Event

*This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.*

Community organized Music & Art Festival, spotlighting local artists, musicians, & businesses.

## Street Closure– *Please indicate all street closures on your map.*

Street Name: South Jackson Street Cross Streets Michigan Ave between Pearl Street

Closure Start Date: Sept. 16th Time: 12:00pm Closure End Date: Sept. 16th Time: 11:00pm

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

Street Name: _____ Cross Streets _____

Closure Start Date: _____ Time: _____ Closure End Date: _____ Time: _____

## City Resources Requests

Not all resources may be available at your requested site.

*Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.*

☑ **Electrical Power:** Indicate electrical requirements: 2 Spider Boxes Bucky Harris Horace Blackman
Amount of electrical wattage needed: _____ Amount of plug ins: Grand River Pavilion
Locations of where plugs are needed: _____

****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs**: Indicate water requirements: _____
Amount of water needed: _____ Locations of where water is needed: _____

☒ **Food/Vendors**: Indicate vendors requirements: 2-4 food trucks
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales**: (If yes attach liquor license and liquor liability insurance)
Start Time: _____ End Time: _____

☐ **Amusement or Carnival Rides**: If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks**: If yes indicate electrical requirements: _____
Amount of electrical wattage needed: _____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☑ N/A Traffic Cones ☑ N/A Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)
☐ Other: _____

## Insurance

*Please request the following documentation from your insurance carrier.*

| Insurance Type | Requirements |
|---|---|
| Secured will send separately<br>Certificate of Liability Insurance<br>*(MUST also be provided by all vendors)* | • Showing a liability coverage of at least $1,000,000<br>• Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured |
| Liquor Liability Insurance *(if needed)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |
| XCU Fireworks Liability Insurance<br>*(if needed; required for all fireworks displays)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |

☐ *I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.*

## Event Map *Details of all event activities MUST be included.*

| | | |
|---|---|---|
| ☐ Route Plan | ☐ Emergency Vehicle Access | ☐ Restroom Locations |
| ☐ Vendor Locations | ☐ Dispersal Locations | ☐ Tables |
| ☒ Tent Locations | ☐ Trash Receptacles | ☐ Requested Reserved Parking |
| ☐ Assembly Locations | ☒ Requested Street Closures | ☐ Electrical Wires & Outlets |

*If these details change, a revised map must be provided seven days prior to event.*
*Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

# Special Event Application

## Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: Nolan Kyle B. Wade

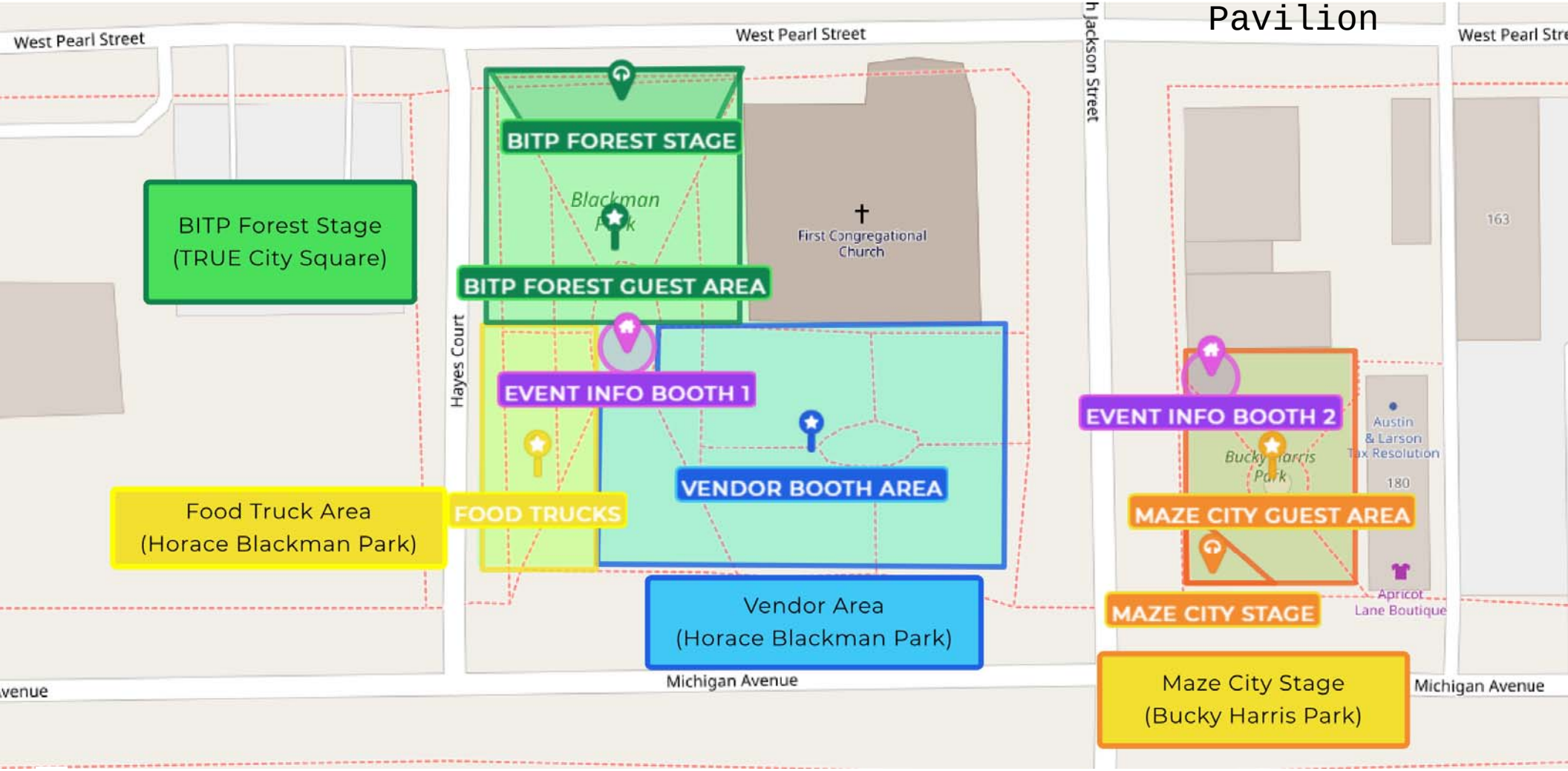
Date: 05/22/23

| Office Use ONLY |
|---|
| Application Received:<br>Date: 5-22-23<br>Time: 10:30AM<br>By: DLS |
| Application Fee Received: $60 PD |

| Application Requirements |
|---|
| Application MUST be submitted 60 days PRIOR to event<br>***NO EXCEPTIONS*** |
| Application MUST be submitted along with all required attachments to:<br>City of Jackson<br>Downtown Development Authority Office<br>161 W Michigan Ave, 5th Floor<br>Jackson Michigan, MI 49201 or aecon@cityofjackson.org<br>(517) 768-6411 |
| **Prohibited Items**<br>*Additional fees may apply if policies are not followed* |
| No ground stakes<br>No confetti or glitter<br>No use of outlets without prior approval |

Castlers closes at noon. Do not close until event begins*

And Grand River Pavilion



CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Council Members

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** Special Event Application: Henry Ford Allegiance Health "Race to Health"

---

**Recommendation:**

Approve a request from Henry Ford Allegiance Health to host their Race to Health on October 14, 2023 in/around the Sparks Foundation ("Cascades") Park.

Attached is a memo and supporting paperwork from Jacqueline Austin regarding the Special Event Application for the Henry Ford Allegiance Health "Race to Health."

I recommend approval of the special event application for the Henry Ford Allegiance Health "Race to Health." Your consideration and concurrence is appreciated.

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Jacqueline Austin, Interim Director, DDA

**DATE:** July 13, 2021

**RECOMMENDATION:** Approve a request from Henry Ford Allegiance Health to host their Race to Health on October 14, 2023 in/around the Sparks Foundation ("Cascades") Park.

**SUMMARY:** Family-friendly 5k walk/run

---

## DEPARTMENTAL APPROVAL SUMMARY

Approvals noted below by each department indicate they have been made aware of the request and the capacity of their department has been met. Conditions of their approval and special considerations are noted.

| DEPARTMENT | APPROVAL | DENIAL | ECONOMIC IMPACT |
|---|---|---|---|
| DDA | X | | $0.00 |
| Engineering | X | | $0.00 |
| Fire | X | | $0.00 |
| Community Development | X | | $0.00 |
| Parks & Recreation | X | | $0.00 |
| Police | X | | $280.00 |
| Public Works | X | | $600.00 |
| | | ***TOTAL*** | ***$880.00*** |

## CONDITIONS & CONSIDERATIONS

Street closures

## INSURANCE STATUS

Approved and on-file with the DDA and City Attorney

---

ATTACHMENTS: Special Event Application: Henry Ford Allegiance Health Race to Health

JACKSON
Founded 1829

City of Jackson Downtown Development Authority
161 W Michigan Ave, Jackson Michigan, MI 49201
Contact for questions at 517-768-6411 or aecon@cityofjackosn.org

# SPECIAL EVENT APPLICATION

*Application must be submitted 60 days PRIOR to event*

## Application Attachments

- [x] $50 Application Fee
- [ ] $25 Late/Rush Fee
- [ ] Insurance documentation for sponsoring organization
- [ ] Event Map –*Please indicate the location of all items*
- [ ] Liquor License & Liquor Liability Insurance (if applicable)
- [ ] Carnival Ride Permit (*if applicable*)
- [ ] Insurance documentation for all vendors (if applicable)

***Make checks payable to "Downtown Development Authority"***

## Special Event Application Policy

*Additional charges may occur if policies are broken.*

1. The applicant or representative of any business, group, or organization that seeks approval to conduct a special event must be 21 years of age or older.
2. No ground stakes are allowed on City property. Tents and inflatables must be weighted down.
3. Glitter and confetti are prohibited at all events.
4. No plugging into outlets without prior approval.
5. For events utilizing street space, all fixtures (tents, vehicles, trucks, etc.) must be placed near the curbs to allow for emergency vehicle access.
6. No alcoholic beverages allowed unless proper paperwork is provided along with City Council approval. Alcoholic beverages must be consumed within the area in which they are served. No containers, open or closed, may leave the event area unless approval is granted.
7. Only a removable medium, such as chalk and/or tape, can be used to mark event area or routes. No paint of any kind is permitted. Tape must be removed once event is over.
8. One temporary sign/banner is permitted with your event, provided it measures no more than 12 $ft^2$ and does not block any intersections, driveways, or right-of-ways.

## Applicant Information

| | | |
|---|---|---|
| Sponsoring Organization Legal Name: | HOUTE HOSPITAL DBA Henry Ford Jackson Hospital | |
| Address: 205 N. East Ave, Jxn 49201 | Phone: (517) 205-6739 | |
| Tax ID#: 38-2027685 | Website: | |
| Contact Name: Thereza Dark | Phone: 517-812.9325 | Email: tdark@hfhs.org |
| Contact Name: | Phone: | Email: |
| Contact Name During Event: Thereza Dark | Phone: (517) 812-9325 | |

## Event Information

Event Name: Race To Health

| Event Date(s): | Set up Time: | Start Time: | End Time: | Tear Down Time: |
|---|---|---|---|---|
| 10/14/23 | 6am | 8am | 12pm | 12p |

Has this event occurred before? ☒Yes, (if yes, how many previous years? 38 ☐No

Do you expect this event to occur again next year? Yes What is the expected attendance for this event? 200

## Type of Event (*please check all that apply*)

☒Walk/Run ☐Festival ☐March/Parade ☐Other:_____

## Event Location – *Choose any of the following that apply. For parks, include a map of the area being used.*

☐Horace Blackman Park

☐Bucky Harris Park

☐Ella Sharp Park *(requires Ella Sharp Board approval)*

☐GrandRiver Farmers Market Pavilion

☐TRUE City Square (Stage)

☐MLK Equality Trail

☒Other Location: Cascades Park

☐ Streets:_____

☐Other Park:_____

## Brief description of Event

*This description will be posted on the Special Events Calendar on our website. Please attach an additional sheet if necessary.*

5K Cross Country Run
5K Run/Walk

## Street Closure– *Please indicate all street closures on your map.*

Street Name: S. Brown st Cross Streets High St & Kirby Rd

Closure Start Date: 10/14/23 Time: 6A Closure End Date: 10/14/23 Time: 12p

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

Street Name:_____ Cross Streets _____

Closure Start Date:_____ Time:_____ Closure End Date:_____ Time:_____

## City Resources Requests

**Not all resources may be available at your requested site.**

*Please be specific and list any additional information or requests. Such requests might include assistance from the Police Department, Fire Department, Parks and Recreation Department, Public Works Department, etc. Attach additional pages, if needed.*

☐ **Electrical Power:** Indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____
****All electrical lines MUST be covered to limit tripping hazards. ****

☐ **Water Needs**: Indicate water requirements:_____
Amount of water needed:_____ Locations of where water is needed: _____

☐ **Food/Vendors**: Indicate vendors requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____ Number of vendors: _____

☐ **Alcohol Sales**: (If yes attach liquor license and liquor liability insurance)
Start Time:_____ End Time: _____

☐ **Amusement or Carnival Rides**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐ **Fireworks**: If yes indicate electrical requirements:_____
Amount of electrical wattage needed:_____ Amount of plug ins: _____
Locations of where plugs are needed: _____

☐Traffic Cones ☐ Mobile Stage (*please circle* **15-foot** or **25-foot** *version*)

☐Other:_____

## Insurance

*Please request the following documentation from your insurance carrier.*

| Insurance Type | Requirements |
|---|---|
| Certificate of Liability Insurance *(MUST also be provided by all vendors)* | • Showing a liability coverage of at least $1,000,000<br>• Identifying "City of Jackson" & " Jackson Downtown Development Authority as additional insured |
| Liquor Liability Insurance *(if needed)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |
| XCU Fireworks Liability Insurance *(if needed; required for all fireworks displays)* | • Identifying "City of Jackson" & "Jackson Downtown Development Authority" as additional insured |

☐ *I am a Level 1 Special Event (low resources), and would like to be considered for eligibility to enter a Hold Harmless Agreement with The City of Jackson in lieu of providing the above-required insurance documentation.*

## Event Map *Details of all event activities MUST be included.*

| | | |
|---|---|---|
| ☐Route Plan | ☐Emergency Vehicle Access | ☐Restroom Locations |
| ☐Vendor Locations | ☐Dispersal Locations | ☐Tables |
| ☐Tent Locations | ☐Trash Receptacles | ☐Requested Reserved Parking |
| ☐Assembly Locations | ☐Requested Street Closures | ☐Electrical Wires & Outlets |

*If these details change, a revised map must be provided seven days prior to event.*
*Revised maps cannot include any additional street use, reserved parking, or additional space reservations.*

# Special Event Application

## Certification & Signature

1. I am the person with authority to act on behalf of the sponsoring organization.
2. I have submitted all required documents in support of the Special Event application
3. A Special Event Application Fee is submitted along with this application.
4. Only the activities listed on the application will be permitted at the event. If additional activities are added, I will immediately contact the City of Jackson. I understand that the approval of my application may be withdrawn or additional action required.
5. All food vendors must be approved by the Jackson County Health Department and each food and other vendor must provide the City of Jackson with a Certificate of Insurance which names the City of Jackson and the Downtown Development Authority as additional insured parties on the policy.
6. Fire Department permit and approval is required for events including display fireworks. Extreme Close-Up (XCU) fireworks liability insurance is required for all fireworks display.
7. The approval of this special event may include additional requirements, limitations, or fees based on the City's review of the application.
8. If I, or my organization, fail to clean up and repair damages to the event area, my organization may be billed for City services, and that failure to clean up and repair damage will be considered for future applications.
9. As the duly authorized agent of the sponsoring organization applying for approval of the Special Event, I affirm the above understandings and agree that my sponsoring organization will comply with the terms of the written confirmation of approval and all City requirements, ordinances and other laws which apply to this Special Event.
10. By signing this Special Event Application, I declare I am 21 years of age or older.
11. If required to provide liability insurance, the sponsoring organization will add the City of Jackson and the Downtown Development Authority as additional insured parties on the sponsoring organization's liability policy.
12. On behalf of the sponsoring organization, I agree that the sponsoring organization will defend, indemnify, and hold harmless the City of Jackson, its officers, employees and agents from and against any claim, demand, suit, loss, cost or expense, or any damage, which may be asserted, claimed, or recovered against or from the City of Jackson, its officers, employees, and agent, by reason of any damage to property, bodily injury, or death, sustained by any person whomsoever, and which damage, injury, or death arises out of or is incident to or in any way connected with or related to this Special Event.
13. The City of Jackson reserves the right to waive any requirements of this policy in the interests of the health, safety, and welfare of the citizens of Jackson.

Signature: _____

Date: 7/26/23

| Office Use ONLY |
|---|
| Application Received:<br>Date:<br><br>Time:<br><br>By: |
| Application Fee Received: |

| Application Requirements |
|---|
| Application MUST be submitted 60 days PRIOR to event<br>***NO EXCEPTIONS*** |
| Application MUST be submitted along with all required attachments to:<br>City of Jackson<br>Downtown Development Authority Office<br>161 W Michigan Ave, 5th Floor<br>Jackson Michigan, MI 49201 or aecon@cityofjackson.org<br>(517) 768-6411 |
| **Prohibited Items**<br>*Additional fees may apply if policies are not followed* |
| No ground stakes<br>No confetti or glitter<br>No use of outlets without prior approval |


Amenities
A The Cascades
B Cascades Ice Cream Shop
C Driving Range
D Baseball Diamond
E Consession Stand
F Basketball Court
G Paved Recreation Area
H Playground
I Swings
J Cascades Museum/Gift Shop
K Drinking Fountain
L Restroom
M Fishing Pier
N Splash Pad
O Band Shell
P MyFive Pavilion
Q Cascades South Pavilion
R Memorial Garden
S Manor House
Park Entrance
Park Entrance
Main Park Entrance
Refer to Sparks Foundation Golf Course Map
Legend
Parking
Grill
Paths
Multi Use Trails
Shoemaker Dr
W High St
Randolph St
N Concourse St
S Brown St
Rowan St
Levant St
Smalley St
Kirby Rd
Glen Dr
N Grovedale Ave
Broadcrest Rd
Denton Rd
S Wisner St
S Bowen St
S Grinnell St
jacksoncountyparks.org
SPARKS FOUNDATION
COUNTY PARK (NORTH)
1401 S Brown Street, Jackson, MI 49201
Main Entrance Coordinates: 42.233° N, 84.426° W
Jackson COUNTY PARKS

JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** **Resolution for approval of a contract with the Michigan Department of Transportation for work on North Street from Wisner Street to West Avenue.**

---

**Recommendation:**

> **Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for North Street from Wisner Street to West Avenue, and authorize the Mayor and City Clerk to execute the appropriate documents.**

Attached is a memo from Jon H. Dowling, City Engineer, regarding a contract with MDOT as described above.

I recommend approval. Your consideration and concurrence is appreciated.

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Jon H. Dowling, P.E.

**DATE:** August 15, 2023

**RECOMMENDATION: Approve a resolution to enter into a contract with the Michigan Department of Transportation (MDOT) for North Street from Wisner Street to West Avenue, and authorize the Mayor and City Clerk to execute the appropriate documents.**

## SUMMARY

Attached is a resolution to enter into a contract with MDOT for North Street from Wisner Street to West Avenue, for pavement replacement.

## BUDGETARY CONSIDERATIONS

The cost-participation agreement and contract number 23-5264 for this project has been prepared by MDOT and forwarded to the City of Jackson for approval. The estimate for the construction work is $511,000 with the federal share being $400,000 and the City share being $111,000.

## HISTORY, BACKGROUND and DISCUSSION

Engineering records show that North Street was originally constructed from Center Street to West Avenue in 1963, and from Wisner Street to Center in 1966. The whole segment from Wisner to West was sealcoated in 1993, crack sealed in 1996, and crack sealed with sealcoating in 2006. The roadway has cracking, utility patches and potholes. The current PASER rating is 4.

## DISCUSSION OF THE ISSUE

Engineering proposes to remove the existing pavement and replace the pavement structure with new hot mix asphalt. Sidewalk ramps will be upgraded to comply with current Americans with Disabilities Act (ADA) requirements. New sidewalk to be installed on the south side of North Street from the Eaton Street right-of-way to Hibbard Avenue. Also proposing pavement replacement in the intersection of Wisner and North going approximately 140 feet north of North Street and approximately 80 feet south of North.

## POSITIONS

I am requesting the attached resolution to enter into the contract with the Michigan Department of Transportation be approved by the City Council, and the Mayor and City Clerk be authorized to sign the appropriate contract documents.

RESOLUTION

BY CITY COUNCIL:

WHEREAS, North Street from Wisner Street to West Avenue is in need of improvements; and

WHEREAS, the City has received Federal Surface Transportation Funds for 81.85% to a maximum of $400,000; and

WHEREAS, the cost-participation agreement and contract number 23-5264 has been prepared for this project by the Michigan Department of Transportation and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for the construction work is $511,000 with the Federal share being $400,000 and the City share being $111,000.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve the pavement replacement on North Street from Wisner Street to West Avenue; and

BE IT FURTHER RESOLVED that the City Council does approve entering into contract number 23-5264 with the Michigan Department of Transportation; and

BE IT FURTHER RESOLVED that the City Council does authorize the Mayor and the City Clerk to sign the contract documents on behalf of the City.

* * * *

State of Michigan )
County of Jackson )ss
City of Jackson )

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 15th day of August, 2023.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 16th day of August, 2023.

_____ _____

Daniel Mahoney, Mayor Andrea Muray, City Clerk

STP DA

| | |
|---|---|
| Control Section | STUL 38000 |
| Job Number | 218479CON |
| Project | 23A0604 |
| CFDA No. | 20.205 (Highway Research Planning & Construction) |
| Contract No. | 23-5264 |

PART I

THIS CONTRACT, consisting of PART I and PART II (Standard Agreement Provisions), is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF JACKSON, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to the following improvements, in Jackson, Michigan, hereinafter referred to as the "PROJECT" and estimated in detail on EXHIBIT "I", dated June 5, 2023, attached hereto and made a part hereof:

Pavement removal and hot mix asphalt paving along West North Street from Wisner Street to West Avenue, including grading, aggregate base, concrete curb and gutter, sidewalk, curb ramps and permanent pavement markings; and all together with necessary related work.

WITNESSETH:

WHEREAS, pursuant to Federal law, monies have been provided for the performance of certain improvements on public roads; and

WHEREAS, the reference "FHWA" in PART I and PART II refers to the United States Department of Transportation, Federal Highway Administration; and

WHEREAS, the PROJECT, or portions of the PROJECT, at the request of the REQUESTING PARTY, are being programmed with the FHWA, for implementation with the use of Federal Funds under the following Federal program(s) or funding:

SURFACE TRANSPORTATION PROGRAM

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written contract.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The parties hereto shall undertake and complete the PROJECT in accordance with the terms of this contract.

2. The term "PROJECT COST", as herein used, is hereby defined as the cost of the physical construction necessary for the completion of the PROJECT, including any other costs incurred by the DEPARTMENT as a result of this contract, except construction engineering and inspection.

No charges will be made by the DEPARTMENT to the PROJECT for any inspection work or construction engineering.

The costs incurred by the REQUESTING PARTY for preliminary engineering, construction engineering, construction materials testing, inspection, and right-of-way are excluded from the PROJECT COST as defined by this contract.

The Michigan Department of Environment, Great Lakes, and Energy has informed the DEPARTMENT that it adopted new administrative rules (R 325.10101, et. seq.) which prohibit any governmental agency from connecting and/or reconnecting lead and/or galvanized service lines to existing and/or new water main. Questions regarding these administrative rules should be directed to Michigan Department of Environment, Great Lakes, and Energy. The cost associated with replacement of any lead and/or galvanized service lines, including but not limited to contractor claims, will be the sole responsibility of the REQUESTING PARTY.

3. The DEPARTMENT is authorized by the REQUESTING PARTY to administer on behalf of the REQUESTING PARTY all phases of the PROJECT, including advertising and awarding the construction contract for the PROJECT or portions of the PROJECT. Such administration shall be in accordance with PART II, Section II of this contract.

Any items of the PROJECT COST incurred by the DEPARTMENT may be charged to the PROJECT.

4. The REQUESTING PARTY, at no cost to the PROJECT or to the DEPARTMENT, shall:

A. Design or cause to be designed the plans for the PROJECT.

B. Appoint a project engineer who shall be in responsible charge of the PROJECT and ensure that the plans and specifications are followed.

C. Perform or cause to be performed the construction engineering, construction materials testing, and inspection services necessary for the completion of the PROJECT.

The REQUESTING PARTY will furnish the DEPARTMENT proposed timing sequences for trunkline signals that, if any, are being made part of the improvement. No timing

adjustments shall be made by the REQUESTING PARTY at any trunkline intersection, without prior issuances by the DEPARTMENT of Standard Traffic Signal Timing Permits.

5. The PROJECT COST shall be met in part by contributions by the Federal Government. Federal Surface Transportation Funds shall be applied to the eligible items of the PROJECT COST up to the lesser of: (1) $400,000, or (2) an amount such that 81.85 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. The balance of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST not reimbursed by Federal Funds shall be the sole responsibility of the REQUESTING PARTY.

6. No working capital deposit will be required for this PROJECT.

In order to fulfill the obligations assumed by the REQUESTING PARTY under the provisions of this contract, the REQUESTING PARTY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the REQUESTING PARTY will be based upon the REQUESTING PARTY'S share of the actual costs incurred less Federal Funds earned as the PROJECT progresses.

7. At such time as traffic volumes and safety requirements warrant, the REQUESTING PARTY will cause to be enacted and enforced such ordinances as may be necessary to prohibit parking in the traveled roadway throughout the limits of the PROJECT.

8. The performance of the entire PROJECT under this contract, whether Federally funded or not, will be subject to the provisions and requirements of PART II that are applicable to a Federally funded project.

In the event of any discrepancies between PART I and PART II of this contract, the provisions of PART I shall prevail.

Buy America Requirements (23 CFR 635.410) shall apply to the PROJECT and will be adhered to, as applicable, by the parties hereto.

9. The REQUESTING PARTY certifies that it is not aware if and has no reason to believe that the property on which the work is to be performed under this agreement is a facility, as defined by the Michigan Natural Resources and Environmental Protection Act [(NREPA), PA 451, 1994, as amended 2012]; MCL 324.20101(1)(s). The REQUESTING PARTY also certifies that it is not a liable party pursuant to either Part 201 or Part 213 of NREPA, MCL 324.20126 et seq. and MCL 324.21323a et seq. The REQUESTING PARTY is a local unit of government that has acquired or will acquire property for the use of either a transportation

corridor or public right-of-way and was not responsible for any activities causing a release or threat of release of any hazardous materials at or on the property. The REQUESTING PARTY is not a person who is liable for response activity costs, pursuant to MCL 324.20101 (vv) and (ww).

10. If, subsequent to execution of this contract, previously unknown hazardous substances are discovered within the PROJECT limits, which require environmental remediation pursuant to either state or federal law, the REQUESTING PARTY, in addition to reporting that fact to the Michigan Department of Environment, Great Lakes, and Energy, shall immediately notify the DEPARTMENT, both orally and in writing of such discovery. The DEPARTMENT shall consult with the REQUESTING PARTY to determine if it is willing to pay for the cost of remediation and, with the FHWA, to determine the eligibility, for reimbursement, of the remediation costs. The REQUESTING PARTY shall be charged for and shall pay all costs associated with such remediation, including all delay costs of the contractor for the PROJECT, in the event that remediation and delay costs are not deemed eligible by the FHWA. If the REQUESTING PARTY refuses to participate in the cost of remediation, the DEPARTMENT shall terminate the PROJECT. The parties agree that any costs or damages that the DEPARTMENT incurs as a result of such termination shall be considered a PROJECT COST.

11. If federal and/or state funds administered by the DEPARTMENT are used to pay the cost of remediating any hazardous substances discovered after the execution of this contract and if there is a reasonable likelihood of recovery, the REQUESTING PARTY, in cooperation with the Michigan Department of Environment, Great Lakes, and Energy and the DEPARTMENT, shall make a diligent effort to recover such costs from all other possible entities. If recovery is made, the DEPARTMENT shall be reimbursed from such recovery for the proportionate share of the amount paid by the FHWA and/or the DEPARTMENT and the DEPARTMENT shall credit such sums to the appropriate funding source.

12. The DEPARTMENT'S sole reason for entering into this contract is to enable the REQUESTING PARTY to obtain and use funds provided by the Federal Highway Administration pursuant to Title 23 of the United States Code.

Any and all approvals of, reviews of, and recommendations regarding contracts, agreements, permits, plans, specifications, or documents, of any nature, or any inspections of work by the DEPARTMENT or its agents pursuant to the terms of this contract are done to assist the REQUESTING PARTY in meeting program guidelines in order to qualify for available funds. Such approvals, reviews, inspections and recommendations by the DEPARTMENT or its agents shall not relieve the REQUESTING PARTY and the local agencies, as applicable, of their ultimate control and shall not be construed as a warranty of their propriety or that the DEPARTMENT or its agents is assuming any liability, control or jurisdiction.

The providing of recommendations or advice by the DEPARTMENT or its agents does not relieve the REQUESTING PARTY and the local agencies, as applicable of their exclusive jurisdiction of the highway and responsibility under MCL 691.1402 et seq., as amended.

When providing approvals, reviews and recommendations under this contract, the DEPARTMENT or its agents is performing a governmental function, as that term is defined in MCL 691.1401 et seq., as amended, which is incidental to the completion of the PROJECT.

Upon completion of the PROJECT, the REQUESTING PARTY shall accept the facilities constructed as built to specifications within the contract documents. It is understood that the REQUESTING PARTY shall own the facilities and shall operate and maintain the facilities in accordance with all applicable Federal and State laws and regulations, including, but not limited to, Title II of the Americans with Disabilities Act (ADA), 42 USC 12131 et seq., and its associated regulations and standards, and DEPARTMENT Road and Bridge Standard Plans and the Standard Specifications for Construction.

13. The DEPARTMENT, by executing this contract, and rendering services pursuant to this contract, has not and does not assume jurisdiction of the highway, described as the PROJECT for purposes of MCL 691.1402 et seq., as amended. Exclusive jurisdiction of such highway for the purposes of MCL 691.1402 et seq., as amended, rests with the REQUESTING PARTY and other local agencies having respective jurisdiction.

14. The REQUESTING PARTY shall approve all of the plans and specifications to be used on the PROJECT and shall be deemed to have approved all changes to the plans and specifications when put into effect. It is agreed that ultimate responsibility and control over the PROJECT rests with the REQUESTING PARTY and local agencies, as applicable.

15. The REQUESTING PARTY agrees that the costs reported to the DEPARTMENT for this contract will represent only those items that are properly chargeable in accordance with this contract. The REQUESTING PARTY also certifies that it has read the contract terms and has made itself aware of the applicable laws, regulations, and terms of this contract that apply to the reporting of costs incurred under the terms of this contract.

16. Each party to this contract will remain responsible for any and all claims arising out of its own acts and/or omissions during the performance of the contract, as provided by this contract or by law. In addition, this is not intended to increase or decrease either party’s liability for or immunity from tort claims. This contract is also not intended to nor will it be interpreted as giving either party a right of indemnification, either by contract or by law, for claims arising out of the performance of this contract.

17. The parties shall promptly provide comprehensive assistance and cooperation in defending and resolving any claims brought against the DEPARTMENT by the contractor, vendors or suppliers as a result of the DEPARTMENT'S award of the construction contract for the PROJECT. Costs incurred by the DEPARTMENT in defending or resolving such claims shall be considered PROJECT COSTS.

18. The DEPARTMENT shall require the contractor who is awarded the contract for the construction of the PROJECT to provide insurance in the amounts specified and in accordance with the DEPARTMENT'S current Standard Specifications for Construction and to:

A. Maintain bodily injury and property damage insurance for the duration of the PROJECT.

B. Provide owner's protective liability insurance naming as insureds the State of Michigan, the Michigan State Transportation Commission, the DEPARTMENT and its officials, agents and employees, the REQUESTING PARTY and any other county, county road commission, or municipality in whose jurisdiction the PROJECT is located, and their employees, for the duration of the PROJECT and to provide, upon request, copies of certificates of insurance to the insureds. It is understood that the DEPARTMENT does not assume jurisdiction of the highway described as the PROJECT as a result of being named as an insured on the owner's protective liability insurance policy.

C. Comply with the requirements of notice of cancellation and reduction of insurance set forth in the current standard specifications for construction and to provide, upon request, copies of notices and reports prepared to those insured.

19. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto and upon the adoption of the necessary resolutions approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF JACKSON

By_____
Title:

By_____
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By_____
*for* Department Director MDOT



June 5, 2023

EXHIBIT I

| | |
|---|---|
| CONTROL SECTION | STUL 38000 |
| JOB NUMBER | 218479CON |
| PROJECT | 23A0604 |

ESTIMATED COST

CONTRACTED WORK

| | |
|---|---|
| Estimated Cost | $511,000 |

COST PARTICIPATION

| | |
|---|---|
| GRAND TOTAL ESTIMATED COST | $511,000 |
| Less Federal Funds* | $400,000 |
| BALANCE (REQUESTING PARTY'S SHARE) | $111,000 |

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

# PART II

## STANDARD AGREEMENT PROVISIONS

SECTION I COMPLIANCE WITH REGULATIONS AND DIRECTIVES

SECTION II PROJECT ADMINISTRATION AND SUPERVISION

SECTION III ACCOUNTING AND BILLING

SECTION IV MAINTENANCE AND OPERATION

SECTION V SPECIAL PROGRAM AND PROJECT CONDITIONS

SECTION I

COMPLIANCE WITH REGULATIONS AND DIRECTIVES

A. To qualify for eligible cost, all work shall be documented in accordance with the requirements and procedures of the DEPARTMENT.

B. All work on projects for which reimbursement with Federal funds is requested shall be performed in accordance with the requirements and guidelines set forth in the following Directives of the Federal-Aid Policy Guide (FAPG) of the FHWA, as applicable, and as referenced in pertinent sections of Title 23 and Title 49 of the Code of Federal Regulations (CFR), and all supplements and amendments thereto.

1. Engineering

   a. FAPG (6012.1): Preliminary Engineering

   b. FAPG (23 CFR 172): Administration of Engineering and Design Related Service Contracts

   c. FAPG (23 CFR 635A): Contract Procedures

   d. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

2. Construction

   a. FAPG (23 CFR 140E): Administrative Settlement Costs-Contract Claims

   b. FAPG (23 CFR 140B): Construction Engineering Costs

   c. FAPG (23 CFR 17): Recordkeeping and Retention Requirements for Federal-Aid Highway Records of State Highway Agencies

   d. FAPG (23 CFR 635A): Contract Procedures

   e. FAPG (23 CFR 635B): Force Account Construction

   f. FAPG (23 CFR 645A): Utility Relocations, Adjustments and Reimbursement

g. FAPG (23 CFR 645B): Accommodation of Utilities (PPM 30-4.1)

h. FAPG (23 CFR 655F): Traffic Control Devices on Federal-Aid and other Streets and Highways

i. FAPG (49 CFR 18.22): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments–Allowable Costs

3. Modification Or Construction Of Railroad Facilities

a. FAPG (23 CFR 140I): Reimbursement for Railroad Work

b. FAPG (23 CFR 646B): Railroad Highway Projects

C. In conformance with FAPG (23 CFR 630C) Project Agreements, the political subdivisions party to this contract, on those Federally funded projects which exceed a total cost of $100,000.00 stipulate the following with respect to their specific jurisdictions:

1. That any facility to be utilized in performance under or to benefit from this contract is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities issued pursuant to the requirements of the Federal Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.

2. That they each agree to comply with all of the requirements of Section 114 of the Federal Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.

3. That as a condition of Federal aid pursuant to this contract they shall notify the DEPARTMENT of the receipt of any advice indicating that a facility to be utilized in performance under or to benefit from this contract is under consideration to be listed on the EPA List of Violating Facilities.

D. Ensure that the PROJECT is constructed in accordance with and incorporates all committed environmental impact mitigation measures listed in approved environmental documents unless modified or deleted by approval of the FHWA.

E. All the requirements, guidelines, conditions and restrictions noted in all other pertinent Directives and Instructional Memoranda of the FHWA will apply to this contract and will be adhered to, as applicable, by the parties hereto.

SECTION II

PROJECT ADMINISTRATION AND SUPERVISION

A. The DEPARTMENT shall provide such administrative guidance as it determines is required by the PROJECT in order to facilitate the obtaining of available federal and/or state funds.

B. The DEPARTMENT will advertise and award all contracted portions of the PROJECT work. Prior to advertising of the PROJECT for receipt of bids, the REQUESTING PARTY may delete any portion or all of the PROJECT work. After receipt of bids for the PROJECT, the REQUESTING PARTY shall have the right to reject the amount bid for the PROJECT prior to the award of the contract for the PROJECT only if such amount exceeds by ten percent (10%) the final engineer's estimate therefor. If such rejection of the bids is not received in writing within two (2) weeks after letting, the DEPARTMENT will assume concurrence. The DEPARTMENT may, upon request, readvertise the PROJECT. Should the REQUESTING PARTY so request in writing within the aforesaid two (2) week period after letting, the PROJECT will be cancelled and the DEPARTMENT will refund the unused balance of the deposit less all costs incurred by the DEPARTMENT.

C. The DEPARTMENT will perform such inspection services on PROJECT work performed by the REQUESTING PARTY with its own forces as is required to ensure compliance with the approved plans & specifications.

D. On those projects funded with Federal monies, the DEPARTMENT shall as may be required secure from the FHWA approval of plans and specifications, and such cost estimates for FHWA participation in the PROJECT COST.

E. All work in connection with the PROJECT shall be performed in conformance with the Michigan Department of Transportation Standard Specifications for Construction, and the supplemental specifications, Special Provisions and plans pertaining to the PROJECT and all materials furnished and used in the construction of the PROJECT shall conform to the aforesaid specifications. No extra work shall be performed nor changes in plans and specifications made until said work or changes are approved by the project engineer and authorized by the DEPARTMENT.

F. Should it be necessary or desirable that portions of the work covered by this contract be accomplished by a consulting firm, a railway company, or governmental agency, firm, person, or corporation, under a subcontract with the REQUESTING PARTY at PROJECT expense, such subcontracted arrangements will be covered by formal written agreement between the REQUESTING PARTY and that party.

This formal written agreement shall: include a reference to the specific prime contract to which it pertains; include provisions which clearly set forth the maximum reimbursable and the basis of payment; provide for the maintenance of accounting records in accordance with generally accepted accounting principles, which clearly document the actual cost of the services provided; provide that costs eligible for reimbursement shall be in accordance with clearly defined cost criteria such as 49 CFR Part 18, 48 CFR Part 31, 23 CFR Part 140, OMB Circular A-87, etc. as applicable; provide for access to the department or its representatives to inspect and audit all data and records related to the agreement for a minimum of three years after the department's final payment to the local unit.

All such agreements will be submitted for approval by the DEPARTMENT and, if applicable, by the FHWA prior to execution thereof, except for agreements for amounts less than $100,000 for preliminary engineering and testing services executed under and in accordance with the provisions of the "Small Purchase Procedures" FAPG (23 CFR 172), which do not require prior approval of the DEPARTMENT or the FHWA.

Any such approval by the DEPARTMENT shall in no way be construed as a warranty of the subcontractor's qualifications, financial integrity, or ability to perform the work being subcontracted.

G. The REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, shall make such arrangements with railway companies, utilities, etc., as may be necessary for the performance of work required for the PROJECT but for which Federal or other reimbursement will not be requested.

H. The REQUESTING PARTY, at no cost to the PROJECT, or the DEPARTMENT, shall secure, as necessary, all agreements and approvals of the PROJECT with railway companies, the Railroad Safety & Tariffs Division of the DEPARTMENT and other concerned governmental agencies other than the FHWA, and will forward same to the DEPARTMENT for such reviews and approvals as may be required.

I. No PROJECT work for which reimbursement will be requested by the REQUESTING PARTY is to be subcontracted or performed until the DEPARTMENT gives written notification that such work may commence.

J. The REQUESTING PARTY shall be responsible for the payment of all costs and expenses incurred in the performance of the work it agrees to undertake and perform.

K. The REQUESTING PARTY shall pay directly to the party performing the work all billings for the services performed on the PROJECT which are authorized by or through the REQUESTING PARTY.

L. The REQUESTING PARTY shall submit to the DEPARTMENT all paid billings for which reimbursement is desired in accordance with DEPARTMENT procedures.

M. All work by a consulting firm will be performed in compliance with the applicable provisions of 1980 PA 299, Subsection 2001, MCL 339.2001; MSA 18.425(2001), as well as in accordance with the provisions of all previously cited Directives of the FHWA.

N. The project engineer shall be subject to such administrative guidance as may be deemed necessary to ensure compliance with program requirement and, in those instances where a consultant firm is retained to provide engineering and inspection services, the personnel performing those services shall be subject to the same conditions.

O. The DEPARTMENT, in administering the PROJECT in accordance with applicable Federal and State requirements and regulations, neither assumes nor becomes liable for any obligations undertaken or arising between the REQUESTING PARTY and any other party with respect to the PROJECT.

P. In the event it is determined by the DEPARTMENT that there will be either insufficient Federal funds or insufficient time to properly administer such funds for the entire PROJECT or portions thereof, the DEPARTMENT, prior to advertising or issuing authorization for work performance, may cancel the PROJECT, or any portion thereof, and upon written notice to the parties this contract shall be void and of no effect with respect to that cancelled portion of the PROJECT. Any PROJECT deposits previously made by the parties on the cancelled portions of the PROJECT will be promptly refunded.

Q. Those projects funded with Federal monies will be subject to inspection at all times by the DEPARTMENT and the FHWA.

SECTION III

ACCOUNTING AND BILLING

A. Procedures for billing for work undertaken by the REQUESTING PARTY:

1. The REQUESTING PARTY shall establish and maintain accurate records, in accordance with generally accepted accounting principles, of all expenses incurred for which payment is sought or made under this contract, said records to be hereinafter referred to as the "RECORDS". Separate accounts shall be established and maintained for all costs incurred under this contract.

The REQUESTING PARTY shall maintain the RECORDS for at least three (3) years from the date of final payment of Federal Aid made by the DEPARTMENT under this contract. In the event of a dispute with regard to the allowable expenses or any other issue under this contract, the REQUESTING PARTY shall thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals of that decision has expired.

The DEPARTMENT, or its representative, may inspect, copy, or audit the RECORDS at any reasonable time after giving reasonable notice.

If any part of the work is subcontracted, the REQUESTING PARTY shall assure compliance with the above for all subcontracted work.

In the event that an audit performed by or on behalf of the DEPARTMENT indicates an adjustment to the costs reported under this contract, or questions the allowability of an item of expense, the DEPARTMENT shall promptly submit to the REQUESTING PARTY, a Notice of Audit Results and a copy of the audit report which may supplement or modify any tentative findings verbally communicated to the REQUESTING PARTY at the completion of an audit.

Within sixty (60) days after the date of the Notice of Audit Results, the REQUESTING PARTY shall: (a) respond in writing to the responsible Bureau or the DEPARTMENT indicating whether or not it concurs with the audit report, (b) clearly explain the nature and basis for any disagreement as to a disallowed item of expense and, (c) submit to the DEPARTMENT a written explanation as to any questioned or no opinion expressed item of expense, hereinafter referred to as the "RESPONSE". The RESPONSE shall be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned or no opinion expressed item of expense. Where the documentation is voluminous, the REQUESTING PARTY may supply appropriate excerpts and make alternate

arrangements to conveniently and reasonably make that documentation available for review by the DEPARTMENT. The RESPONSE shall refer to and apply the language of the contract. The REQUESTING PARTY agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes the DEPARTMENT to finally disallow any items of questioned or no opinion expressed cost.

The DEPARTMENT shall make its decision with regard to any Notice of Audit Results and RESPONSE within one hundred twenty (120) days after the date of the Notice of Audit Results. If the DEPARTMENT determines that an overpayment has been made to the REQUESTING PARTY, the REQUESTING PARTY shall repay that amount to the DEPARTMENT or reach agreement with the DEPARTMENT on a repayment schedule within thirty (30) days after the date of an invoice from the DEPARTMENT. If the REQUESTING PARTY fails to repay the overpayment or reach agreement with the DEPARTMENT on a repayment schedule within the thirty (30) day period, the REQUESTING PARTY agrees that the DEPARTMENT shall deduct all or a portion of the overpayment from any funds then or thereafter payable by the DEPARTMENT to the REQUESTING PARTY under this contract or any other agreement, or payable to the REQUESTING PARTY under the terms of 1951 PA 51, as applicable. Interest will be assessed on any partial payments or repayment schedules based on the unpaid balance at the end of each month until the balance is paid in full. The assessment of interest will begin thirty (30) days from the date of the invoice. The rate of interest will be based on the Michigan Department of Treasury common cash funds interest earnings. The rate of interest will be reviewed annually by the DEPARTMENT and adjusted as necessary based on the Michigan Department of Treasury common cash funds interest earnings. The REQUESTING PARTY expressly consents to this withholding or offsetting of funds under those circumstances, reserving the right to file a lawsuit in the Court of Claims to contest the DEPARTMENT'S decision only as to any item of expense the disallowance of which was disputed by the REQUESTING PARTY in a timely filed RESPONSE.

The REQUESTING PARTY shall comply with the Single Audit Act of 1984, as amended, including, but not limited to, the Single Audit Amendments of 1996 (31 USC 7501-7507).

The REQUESTING PARTY shall adhere to the following requirements associated with audits of accounts and records:

a. Agencies expending a total of $500,000 or more in federal funds, from one or more funding sources in its fiscal year, shall comply with the requirements of the federal Office of Management and Budget (OMB) Circular A-133, as revised or amended.

The agency shall submit two copies of:

The Reporting Package
The Data Collection Form
The management letter to the agency, if one issued by the audit firm

The OMB Circular A-133 audit must be submitted to the address below in accordance with the time frame established in the circular, as revised or amended.

b. Agencies expending less than $500,000 in federal funds must submit a letter to the Department advising that a circular audit was not required. The letter shall indicate the applicable fiscal year, the amount of federal funds spent, the name(s) of the Department federal programs, and the CFDA grant number(s). This information must also be submitted to the address below.

c. Address: Michigan Department of Education
Accounting Service Center
Hannah Building
608 Allegan Street
Lansing, MI 48909

d. Agencies must also comply with applicable State laws and regulations relative to audit requirements.

e. Agencies shall not charge audit costs to Department's federal programs which are not in accordance with the OMB Circular A-133 requirements.

f. All agencies are subject to the federally required monitoring activities, which may include limited scope reviews and other on-site monitoring.

2. Agreed Unit Prices Work - All billings for work undertaken by the REQUESTING PARTY on an agreed unit price basis will be submitted in accordance with the Michigan Department of Transportation Standard Specifications for Construction and pertinent FAPG Directives and Guidelines of the FHWA.

3. Force Account Work and Subcontracted Work - All billings submitted to the DEPARTMENT for Federal reimbursement for items of work performed on a force account basis or by any subcontract with a consulting firm, railway company, governmental agency or other party, under the terms of this contract, shall be prepared in accordance with the provisions of the pertinent FHPM Directives and the procedures of the DEPARTMENT. Progress billings may be submitted monthly during the time work is being performed provided, however, that no bill of a lesser amount than $1,000.00 shall be submitted unless it is a final

or end of fiscal year billing. All billings shall be labeled either "Progress Bill Number _____", or "Final Billing".

4. Final billing under this contract shall be submitted in a timely manner but not later than six months after completion of the work. Billings for work submitted later than six months after completion of the work will not be paid.

5. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with Federal monies, the DEPARTMENT will act as billing agent for the REQUESTING PARTY, consolidating said billings with those for its own force account work and presenting these consolidated billings to the FHWA for payment. Upon receipt of reimbursement from the FHWA, the DEPARTMENT will promptly forward to the REQUESTING PARTY its share of said reimbursement.

6. Upon receipt of billings for reimbursement for work undertaken by the REQUESTING PARTY on projects funded with non-Federal monies, the DEPARTMENT will promptly forward to the REQUESTING PARTY reimbursement of eligible costs.

B. Payment of Contracted and DEPARTMENT Costs:

1. As work on the PROJECT commences, the initial payments for contracted work and/or costs incurred by the DEPARTMENT will be made from the working capital deposit. Receipt of progress payments of Federal funds, and where applicable, State Critical Bridge funds, will be used to replenish the working capital deposit. The REQUESTING PARTY shall make prompt payments of its share of the contracted and/or DEPARTMENT incurred portion of the PROJECT COST upon receipt of progress billings from the DEPARTMENT. Progress billings will be based upon the REQUESTING PARTY'S share of the actual costs incurred as work on the PROJECT progresses and will be submitted, as required, until it is determined by the DEPARTMENT that there is sufficient available working capital to meet the remaining anticipated PROJECT COSTS. All progress payments will be made within thirty (30) days of receipt of billings. No monthly billing of a lesser amount than $1,000.00 will be made unless it is a final or end of fiscal year billing. Should the DEPARTMENT determine that the available working capital exceeds the remaining anticipated PROJECT COSTS, the DEPARTMENT may reimburse the REQUESTING PARTY such excess. Upon completion of the PROJECT, payment of all PROJECT COSTS, receipt of all applicable monies from the FHWA, and completion of necessary audits, the REQUESTING PARTY will be reimbursed the balance of its deposit.

2. In the event that the bid, plus contingencies, for the contracted, and/or the DEPARTMENT incurred portion of the PROJECT work exceeds the estimated cost therefor as established by this contract, the REQUESTING PARTY may be advised and billed for the additional amount of its share.

C. General Conditions:

1. The DEPARTMENT, in accordance with its procedures in existence and covering the time period involved, shall make payment for interest earned on the balance of working capital deposits for all projects on account with the DEPARTMENT. The REQUESTING PARTY in accordance with DEPARTMENT procedures in existence and covering the time period involved, shall make payment for interest owed on any deficit balance of working capital deposits for all projects on account with the DEPARTMENT. This payment or billing is processed on an annual basis corresponding to the State of Michigan fiscal year. Upon receipt of billing for interest incurred, the REQUESTING PARTY promises and shall promptly pay the DEPARTMENT said amount.

2. Pursuant to the authority granted by law, the REQUESTING PARTY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its obligations as specified in PART I and PART II. If the REQUESTING PARTY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the REQUESTING PARTY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such monies thereafter allocated by law to the REQUESTING PARTY from the Michigan Transportation Fund sufficient monies to remove the default, and to credit the REQUESTING PARTY with payment thereof, and to notify the REQUESTING PARTY in writing of such fact.

3. Upon completion of all work under this contract and final audit by the DEPARTMENT or the FHWA, the REQUESTING PARTY promises to promptly repay the DEPARTMENT for any disallowed items of costs previously disbursed by the DEPARTMENT. The REQUESTING PARTY pledges its future receipts from the Michigan Transportation Fund for repayment of all disallowed items and, upon failure to make repayment for any disallowed items within ninety (90) days of demand made by the DEPARTMENT, the DEPARTMENT is hereby authorized to withhold an equal amount from the REQUESTING PARTY'S share of any future distribution of Michigan Transportation Funds in settlement of said claim.

4. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT and upon completion of the PROJECT, payment of all items of PROJECT COST, receipt of all Federal Aid, if any, and completion of final audit by the DEPARTMENT and if applicable, by the FHWA, shall make final accounting to the REQUESTING PARTY. The final PROJECT accounting will not include interest earned or charged on working capital deposited for the PROJECT which will be accounted for separately at the close of the State of Michigan fiscal year and as set forth in Section C(1).

5. The costs of engineering and other services performed on those projects involving specific program funds and one hundred percent (100%) local funds will be apportioned to the respective portions of that project in the same ratio as the actual direct construction costs unless otherwise specified in PART I.

SECTION IV

MAINTENANCE AND OPERATION

A. Upon completion of construction of each part of the PROJECT, at no cost to the DEPARTMENT or the PROJECT, each of the parties hereto, within their respective jurisdictions, will make the following provisions for the maintenance and operation of the completed PROJECT:

1. All Projects:

Properly maintain and operate each part of the project, making ample provisions each year for the performance of such maintenance work as may be required, except as qualified in paragraph 2b of this section.

2. Projects Financed in Part with Federal Monies:

a. Sign and mark each part of the PROJECT, in accordance with the current Michigan Manual of Uniform Traffic control Devices, and will not install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the FHWA, pursuant to 23 USC 109(d).

b. Remove, prior to completion of the PROJECT, all encroachments from the roadway right-of-way within the limits of each part of the PROJECT.

With respect to new or existing utility installations within the right-of-way of Federal Aid projects and pursuant to FAPG (23 CFR 645B): Occupancy of non-limited access right-of-way may be allowed based on consideration for traffic safety and necessary preservation of roadside space and aesthetic quality. Longitudinal occupancy of non-limited access right-of-way by private lines will require a finding of significant economic hardship, the unavailability of practicable alternatives or other extenuating circumstances.

c. Cause to be enacted, maintained and enforced, ordinances and regulations for proper traffic operations in accordance with the plans of the PROJECT.

d. Make no changes to ordinances or regulations enacted, or traffic controls installed in conjunction with the PROJECT work without prior review by the DEPARTMENT and approval of the FHWA, if required.

B. On projects for the removal of roadside obstacles, the parties, upon completion of construction of each part of the PROJECT, at no cost to the PROJECT or the DEPARTMENT, will, within their respective jurisdictions, take such action as is necessary to assure that the roadway right-of-way, cleared as the PROJECT, will be maintained free of such obstacles.

C. On projects for the construction of bikeways, the parties will enact no ordinances or regulations prohibiting the use of bicycles on the facility hereinbefore described as the PROJECT, and will amend any existing restrictive ordinances in this regard so as to allow use of this facility by bicycles. No motorized vehicles shall be permitted on such bikeways or walkways constructed as the PROJECT except those for maintenance purposes.

D. Failure of the parties hereto to fulfill their respective responsibilities as outlined herein may disqualify that party from future Federal-aid participation in projects on roads or streets for which it has maintenance responsibility. Federal Aid may be withheld until such time as deficiencies in regulations have been corrected, and the improvements constructed as the PROJECT are brought to a satisfactory condition of maintenance.

## SECTION V

## SPECIAL PROGRAM AND PROJECT CONDITIONS

A. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the acquisition of right-of-way must be under construction by the close of the twentieth (20th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that right-of-way.

B. Those projects for which the REQUESTING PARTY has been reimbursed with Federal monies for the performance of preliminary engineering must be under construction by the close of the tenth (10th) fiscal year following the fiscal year in which the FHWA and the DEPARTMENT projects agreement covering that work is executed, or the REQUESTING PARTY may be required to repay to the DEPARTMENT, for forwarding to the FHWA, all monies distributed as the FHWA'S contribution to that preliminary engineering.

C. On those projects funded with Federal monies, the REQUESTING PARTY, at no cost to the PROJECT or the DEPARTMENT, will provide such accident information as is available and such other information as may be required under the program in order to make the proper assessment of the safety benefits derived from the work performed as the PROJECT. The REQUESTING PARTY will cooperate with the DEPARTMENT in the development of reports and such analysis as may be required and will, when requested by the DEPARTMENT, forward to the DEPARTMENT, in such form as is necessary, the required information.

D. In connection with the performance of PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract.

E. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

## APPENDIX A
## PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.

2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.

3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.

6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.

8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.

9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

## APPENDIX B
## TITLE VI ASSURANCE

During the performance of this contract, the contractor, for itself, its assignees, and its successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

1. **Compliance with Regulations**: For all federally assisted programs, the contractor shall comply with the nondiscrimination regulations set forth in 49 CFR Part 21, as may be amended from time to time (hereinafter referred to as the Regulations). Such Regulations are incorporated herein by reference and made a part of this contract.

2. **Nondiscrimination**: The contractor, with regard to the work performed under the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices, when the contractor covers a program set forth in Appendix B of the Regulations.

3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment**: All solicitations made by the contractor, either by competitive bidding or by negotiation for subcontract work, including procurement of materials or leases of equipment, must include a notification to each potential subcontractor or supplier of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined to be pertinent by the Department or the United States Department of Transportation (USDOT) in order to ascertain compliance with such Regulations or directives. If required information concerning the contractor is in the exclusive possession of another who fails or refuses to furnish the required information, the contractor shall certify to the Department or the USDOT, as appropriate, and shall set forth the efforts that it made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department shall impose such contract sanctions as it or the USDOT may determine to be appropriate, including, but not limited to, the following:

    a. Withholding payments to the contractor until the contractor complies; and/or

    b. Canceling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor shall include the provisions of Sections (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department or the USDOT may direct as a means of enforcing such provisions, including sanctions for non-compliance, provided, however, that in the event a contractor becomes involved in or is threatened with litigation from a subcontractor or supplier as a result of such direction, the contractor may request the Department to enter into such litigation to protect the interests of the state. In addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Revised June 2011

## APPENDIX C

## TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE AGREEMENTS WITH LOCAL AGENCIES

### Assurance that Recipients and Contractors Must Make (Excerpts from US DOT Regulation 49 CFR 26.13)

A. Each financial assistance agreement signed with a DOT operating administration (or a primary recipient) must include the following assurance:

> The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

B. Each contract MDOT signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

> The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** **Approve a Revocable License for Flock Safety for Gunshot Audio Detection Devices on Public Streets**

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**Recommendation:**

> **Approve a Revocable License for Flock Safety for the installation of pole-mounted solar-powered gunshot audio detection devices within the public street rights-of-way within an area bound by Franklin Street, South Cooper Street, Prospect Street and Fourth Street and authorize the Mayor and City Clerk to execute the appropriate document(s).**

Attached is a report Troy R. White, Assistant City Engineer requesting approval of a Revocable License.

I recommend approval of the Revocable License. Your consideration and concurrence is appreciated.

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Troy R. White, P.E., Assistant City Engineer

**DATE:** August 15, 2023

**RECOMMENDATION:** **Approve a Revocable License for Flock Safety for the installation of pole-mounted solar-powered gunshot audio detection devices within the public street rights-of-way within an area bound by Franklin Street, South Cooper Street, Prospect Street and Fourth Street and authorize the Mayor and City Clerk to execute the appropriate document(s).**

## SUMMARY

Flock Group Inc. dba Flock Safety is a service provider to the Jackson Police Department (JPD). Currently, Flock Safety is working with JPD to install gunshot audio detection devices at fifty-four (54) locations within a service area bound by Franklin Street (north boundary), South Cooper Street (east boundary), Prospect Street (south boundary) and Fourth Street (west boundary).

## BUDGETARY CONSIDERATIONS

The Licensee is responsible for all costs and insurance associated for the installation, operation and maintenance of the gunshot audio detection devices.

## HISTORY, BACKGROUND and DISCUSSION

These gunshot audio detection devices will provide JPD with immediate and accurate information about when and where gunshots are fired within the service area.

## DISCUSSION OF THE ISSUE

Because the gunshot audio detection devices, the poles they are mounted on and the solar panels that will power them will be installed, owned and maintained by Flock Safety, the attached revocable license is necessary.

## POSITIONS

Engineering requests that the attached Revocable License be approved, and that the Mayor and City Clerk be authorized to execute the Revocable License on behalf of the City.

ATTACHMENTS

# REVOCABLE LICENSE

THE CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called "Licensor", in consideration of the terms, conditions and covenants hereinafter set forth, does hereby grant to **Flock Group Inc. dba Flock Safety, a Georgia Corporation, with offices at 1170 Howell Mill Road NW, Suite 210, Atlanta, Georgia 30318**, hereinafter called "Licensee", this REVOCABLE LICENSE, RIGHT and PRIVILEGE to construct and maintain upon the City's **public street rights-of-way within the area bound by Franklin Street (north boundary), South Cooper Street (east boundary), Prospect Street (south boundary) and Fourth Street (west boundary), fifty-four, (54) pole-mounted and solar-powered Flock Safety Raven audio gunshot detection devices** (hereinafter "structure"). The design, configuration and location of said structure is more precisely described upon EXHIBIT A, attached hereto and incorporated by reference, to be occupied and used by Licensee on the Licensor's Street right-of-way described above, on the terms, conditions, and covenants hereinafter mentioned.

As consideration for this License, Licensee agrees to the following terms, conditions and covenants:

1. Licensee shall pay Licensor the sum of Twenty Five Dollars ($25.00).

2. Licensee agrees that in the design, construction, installation and maintenance of the structure, and throughout the term of this License, it will comply with the restrictions set forth herein and with all statutes, rules, ordinances and regulations pertaining to said structure.

3. The design, configuration, location and specifications for installation of the structure shall be approved by the City of Jackson City Engineer in advance of installation of the structure, and, upon installation of the structure, shall not be altered without the express written consent of the City Engineer.

4. Licensee agrees to keep the structure in good repair and condition at all times.

5. Licensee shall assume all liability for and protect, indemnify, and save Licensor, its officers, employees, agents and contractors, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto, arising in connection with or as a direct or indirect result of Licensee's use of its structure or its exercise of this License, except Licensee shall not be required to indemnify Licensor for injury to persons or damage to property caused by the sole negligence of Licensor.

6. This License is granted subject to any lease, easement, license, or other interest in land heretofore granted or reserved, or which may be granted in the future by Licensor with respect to said Licensor's Street right-of-way.

7. Licensee shall secure and maintain in force during the term of this License a policy of Comprehensive Commercial Liability Insurance, acceptable to Licensor, with a minimum general liability limit of $1,000,000.00 per occurrence. The policy shall be in the name of Licensee, and shall name the Licensor as additional insured, and shall describe the insured's premises, including the structure as herein above described. The insurer will not cancel this insurance, or change, restrict, or reduce the insurance provided, or change the name of the insureds, without first giving at least ten (10) days written notice to the City of Jackson, City Attorney, 161 West Michigan Avenue, Jackson, Michigan 49201, as evidenced by receipt of certified mail. Licensee shall provide evidence of the existence of such insurance to Licensor's City Attorney prior to Licensor's execution of this License.

8. Upon the sale, conveyance, lease or transfer of Licensee's property referenced above, this License shall become null and void and Licensee shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto.

9. This License may be revoked at any time, with or without cause, by Licensor, upon thirty (30) days written notice to the Licensee.

10. Licensee, upon revocation of this License, shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto within thirty (30) days of the date of mailing of a Notice of Revocation.

11. If Licensee fails to comply with a Notice of Revocation, Licensor shall take any and all action necessary to remove the structure, which shall be deemed to constitute a nuisance. Licensee shall be invoiced for all removal costs incurred by Licensor. If Licensee fails to satisfy the invoice within the time prescribed on the invoice, the Jackson City Council may cause such removal costs to be levied and assessed as a special assessment upon Licensee's property as provided by the City Charter and the Jackson City Code of Ordinances, and/or Licensor may bring suit against Licensee to recover such costs.

12. All notices given pursuant to this License shall be considered mailed when placed in the United States mail, certified mail, return receipt requested, properly addressed to the parties at the addresses herein set forth, with postage thereon fully paid.

13. This Revocable License is a personal license, and shall not be assigned by Licensee.

The parties hereby have executed or caused this instrument to be executed by their duly authorized representatives, as of the _____ day of _____, 2023.

***LICENSOR:***
CITY OF JACKSON
a Michigan municipal corporation

By_____
Daniel Mahoney, Mayor

By_____
Andrea Muray. City Clerk

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me, this ____ day of _____, 2023, by Daniel Mahoney and Andrea Muray, the Mayor and City Clerk of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

_____
Notary Public
Jackson County, Michigan
My Comm. Exp.:_____

Acknowledged and Agreed

***LICENSEE:***
**FLOCK GROUP, INC DBA FLOCK SAFETY**
**a Georgia corporation**

By_____
**Erica Rios**

Its **Permitting Manager**

STATE OF _____, COUNTY OF _____, SS:

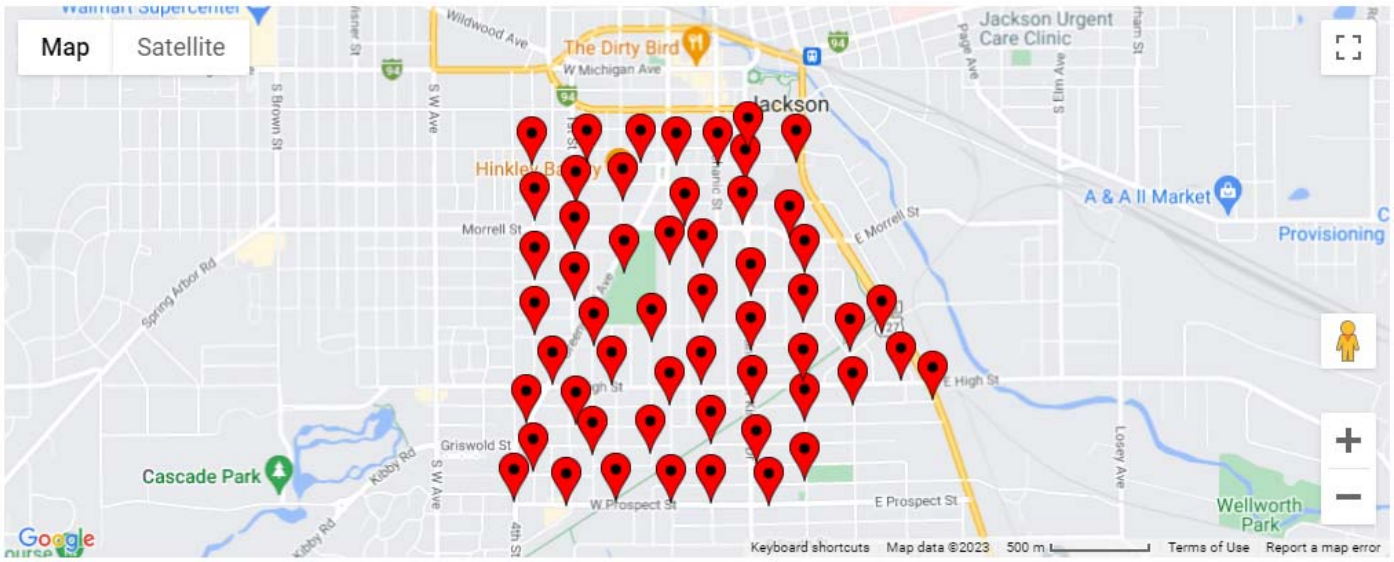
Subscribed and sworn to before me this _____ day of _____, 2023, by Erica Rios, the Permitting Manager of Flock Group, Inc.

_____
Notary Public
_____County, _____ (State)
My Comm. Exp.:_____

Drafted by:
Matthew Hagerty
City Attorney
161 West Michigan Avenue
Jackson, Michigan 49201
(517) 788-4050

When recorded return to:
City Attorney's Office
161 West Michigan Avenue
Jackson, Michigan 49201

| 54 TOTAL LOCATIONS | 1 PLANNING | 53 PERMITTING | 0 INSTALLING | 0 IN SERVICE |
|---|---|---|---|---|




## Cameras

- 54 Raven v1.1 Twilio 12.8Ahs

## Poles

- 44 Flock Pole for RAVEN ONLY - 14 ft (two-piece)s
- 9 Existing Light Poles
- 1 Existing Traffic Signal Pole

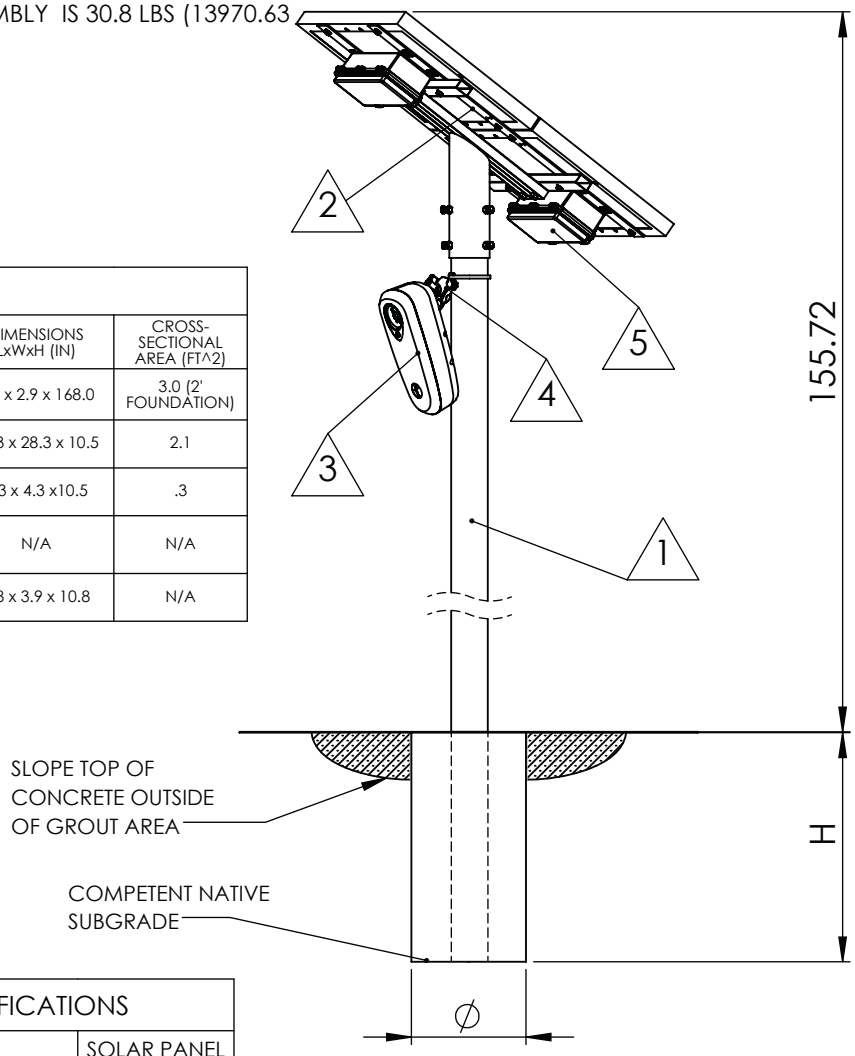
## Power

- 54 Raven 10W Solar Panel 1-Pack Kits



NOTES:

1. POLE IS BREAKAWAY 2.875" (73mm) IN DIAMETER 6063-T52 ALUMINUM WITH WALL THICKNESS .203" (5.16mm) AS PER 12/6/2007 FHWA LETTER.
2. THE PANEL ASSEMBLY MAY NOT EXCEED TWO BATTERY PACKS
3. MAX TOTAL WEIGHT OF ASSEMBLY IS 30.8 LBS (13970.63 GRAMS)




| BOM | | | | | | |
|---|---|---|---|---|---|---|
| Item | Part Number | Part Name | QTY. | MASS (LB) | DIMENSIONS LxWxH (IN) | CROSS-SECTIONAL AREA (FT^2) |
| 1 | 204-00029 | 14' BLACK 2-PIECE POLE | 1 | 17 | 2.9 x 2.9 x 168.0 | 3.0 (2' FOUNDATION) |
| 2 | 701-00116 | Double Panel - Top Mount | 1 | | 21.3 x 28.3 x 10.5 | 2.1 |
| 3 | 701-0059 | Flock Safety Camera | 1 | 3.6 | 3.3 x 4.3 x10.5 | .3 |
| 4 | 702-0007 | RAM Ball Mount & Adapter | 1 | 1.4 | N/A | N/A |
| 5 | 701-00011 | Battery Pack | 2 | 4.4 | 2.8 x 3.9 x 10.8 | N/A |

| FOUNDATION SPECIFICATIONS | | | | |
|---|---|---|---|---|
| TYPE | V_MAX (MPH) | CAISSON Ø (IN) | CAISSON H (IN) | SOLAR PANEL ELEVATION FROM GRADE (FT MAX) |
| 1* | 85 | 8 | 24 | 12 |
| 2 | 110 | 12 | 30 | 12 |
| 3 | 130 | 12 | 36 | 12 |
| 4 | 150 | 16 | 48 | 12 |

* STANDARD INSTALLATION SPECIFICATIONS

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF FLOCK SAFETY. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF FLOCK SAFETY IS PROHIBITED.

DIMENSIONS ARE IN INCHES
TOLERANCES:
FRACTIONAL ±1/16
ANGULAR: X.X ±3° X.XX ±1°
DECIMAL:
X.X ±.02 X.XX ±.01 X.XXX ±.005

MATERIAL

FINISH

NEXT ASSY | USED ON

APPLICATION | DO NOT SCALE DRAWING

| | NAME | DATE |
|---|---|---|
| DRAWN | | |
| CHECKED | | |
| ENG APPR. | | |
| MFG APPR. | | |
| Q.A. | | |

COMMENTS:

flock safety

TOP POLE MOUNT - DOUBLE SOLAR PANEL WITH 2 EXTERNAL BATTERIES

SIZE A | DWG. NO. 905-0[illegible]

SCALE:1:20 | SHEET 1 OF 1

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** **Contract Award for the MLK Corridor Reimagined Engineering**

---

**RECOMMENDATION:**

> **Approve the award for the MLK Corridor Reimagined Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, Michigan in the amount of $ 1,069,099.00 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.**

Attached is a report from Jon Dowling, City Engineer regarding a contract award for the above referenced project.

I recommend approval. Your consideration and concurrence is appreciated.

JG

T:\1025_PROFESSIONAL SERVICES CONTRACTS\23-006_MLK Corridor Engineering\2_AWARD\RFQP 23-006_MLK CORRIDOR_COVER MEMO.docx

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Jon H. Dowling, PE, City Engineer

**DATE:** August 15, 2023

**RECOMMENDATION: Approve the award for the MLK Corridor Reimagined Engineering contract to Hubbell, Roth & Clark, Inc. of Jackson, Michigan in the amount of $ 1,069,099.00 and authorize the Mayor and City Clerk to execute the appropriate document(s) in accordance with the Purchasing Agent.**

## SUMMARY

On June 30, 2023, qualification documents and proposals were received from four consultants by the Purchasing Coordinator for preliminary design and construction engineering services for the MLK Corridor Reimagined project. The qualifications and proposals were reviewed by a team consisting of Jon Dowling, City Engineer and Troy White, Assistant City Engineer.

## BUDGETARY CONSIDERATIONS

The following is a list of firms that submitted proposals and their ratings and ranks as determined by the review team. Costs proposals were opened and reviewed for the two most qualified firms based on their ratings. Hubbell, Roth & Clark had the highest rating, and a cost of $ 1,069,099.00.

| Company | Rating (1000 max) | Cost | Hours | Cost per hour |
|---|---|---|---|---|
| Hubbell, Roth & Clark (HRC), Inc., Jackson, MI | 945 | $1,069,099.00 | 8,843 | $120.90 |
| Spaulding DeDecker, Novi, MI | 781 | $ 849,875.00 | 6,946 | $122.35 |
| Fleis & Vandenbrink, Grand Rapids, MI | 653 | | 5,569 | |
| Williams & Works, Grand Rapids, MI | 412 | | 4,107 | |

The Engineer's estimate for this engineering was $1,977,000. The work included in this contract will be paid for with a combination of Major Street Funds, Sewer Funds and Water Funds.

Unlike bid solicitations, Requests for Qualifications and Proposals (RFQPs) are requested for professional services and are designed to allow the respondents to demonstrate their understanding of the project needs and their qualifications to perform the work. The City follows the Brooks Act for Qualification Based Selection (QBS) in the evaluation of the proposals with some modification to allow for consideration of cost. A point system is used to evaluate proposals and select the most qualified firms that consider experience, method of approach, time and effort, and understanding of the project. Cost proposals are opened and evaluated only for the most qualified firms, preventing potential Freedom of Information Act exposure to cost information by unsuccessful respondents.

## HISTORY, BACKGROUND and DISCUSSION

This contract includes preliminary design and construction engineering for a one mile section of the MLK Corridor on Martin Luther King Jr Drive from the south City Limits at South Street to Morrell Street. The goal is to update the critical underground utilities while also improving the appearance, function and livability of the surface transportation features for current and future neighborhood residents. The proposed improvements through the corridor include the following:

- Sanitary sewer replacement
- Water main replacement
- Lead service line replacements
- Curb and gutter replacement to decrease pavement width and increase green space
- Construction of a mixed-use micro-mobility trail on one side of the street
- Sidewalk replacement on the other side of the street
- New street lighting installations
- Infill tree plantings
- Permanent sign replacements
- Traffic signal reconstruction with mast arm mounted signals at High Street and Prospect Street intersections.

The construction of these improvements will be funded in part by a federal RAISE grant and a federal EPA grant. The RAISE grant has been approved. The EPA grant has been shortlisted and final approval is pending.

## DISCUSSION OF THE ISSUE

Attached for your review are the worksheets used to determine the level of qualification for each firm. These sheets show the critical elements that were considered during the rating process. Engineering recommends that the firm most qualified receive the contract to ensure the highest quality design and contract administration services for this project. The highest rated firms scored higher than the other respondents because their proposals demonstrated an experienced staff, a good understanding of the proposed project, and a thorough work plan to execute the required services. While HRC is the more costly of the two that were deemed most qualified, it is the recommended firm because their proposal demonstrates a deeper understanding of the work entailed based on past project experience and they also included the on-site fabrication inspection that will be required for the traffic signal poles.

## POSITIONS

Based on their qualification ranking, and in concurrence with the Purchasing Agent, Engineering recommends that the MLK Corridor Reimagined Engineering contract be awarded to Hubbell, Roth & Clark of Jackson, Michigan, at their not-to-exceed cost of $ 1,069,099.00. We also request that the Mayor and City Clerk be authorized to sign the contract documents

ATTACHMENTS

# PROPOSAL REVIEW SUMMARY FOR RFQP 23-06 MLK CORRIDOR ENG

| | Experience/Qualifications | | | Understanding of the Problem | | | Method of Approach | | | Results | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | Weight (A) = | | 35 | Weight (B) = | | 30 | Weight (C) = | | 35 | | | |
| | # of Fields (E) = | | 24 | # of Fields (F) = | | 44 | # of Fields (G) = | | 27 | | | |
| Firm | J Graded Pnts | K Pnts (Out of 10) J / E | L Weighted Pnts A x K | M Graded Points | N Pnts (Out of 10) M / F | P Weighted Pnts N x B | Q Graded Points | R Pnts (Out of 10) Q / G | S Weighted Pnts R x C | Total Pnts L + P + S | Rank | Total Hours All Tasks |
| HRC | 23.0 | 9.6 | 335.0 | 42.0 | 9.5 | 286.0 | 25.0 | 9.3 | 324.0 | 945.0 | 1 | 8,843 |
| SDD | 18.0 | 7.5 | 263.0 | 38.0 | 8.6 | 259.0 | 20.0 | 7.4 | 259.0 | 781.0 | 2 | 6,946 |
| F&V | 12.0 | 5.0 | 175.0 | 34.0 | 7.7 | 232.0 | 19.0 | 7.0 | 246.0 | 653.0 | 3 | 5,569 |
| W&W | 10.0 | 4.2 | 146.0 | 20.0 | 4.5 | 136.0 | 10.0 | 3.7 | 130.0 | 412.0 | 4 | 4,107 |

# RFQP 23-06 MLK CORRIDOR ENGINEERING PROPOSAL REVIEW CRITERIA

-2

HRC

## UNDERSTANDING OF PROBLEM

All

1) PE and CE ✓
2) Project limits ✓
3) Two construction contracts – utilities and street ✓
4) Utility work – local review and letting ✓
5) Utility work – Sept 2024 letting, 2025 const ✓
6) Street work – LAP review and MDOT letting ✓
7) Street work – Sept 2024 letting, 2025 cons ✓
8) Coordinate as much as possible to minimize restoration costs ✓
9) City-provided material testing
10) Multiple funding sources ✓
11) Non-residential properties to accommodate ✓
12) COJ CAD standards ✓
13) COJ SPs ✓
14) Detour required ✓

Task I – Survey

15) Topographic mapping ✓
16) Soil borings ✓
17) Sewer televising and report ✓
18) No progress beyond Task 1 without approval ✓

Task IIa – Utility PE

19) Replace water main ✓
20) Replace LSLs to meter ✓
21) Replace sanitary sewer ✓
22) Replace san sewer
23) Right-size sewer for current flows ✓
24) Replace san serv to parkway ✓
25) Minimize removals to limit restoration costs ✓
26) Generate EPA Work Plan ✓

Task IIb – Utility CE

-1 27) Locally generated Field Manager file No
28) Administer per MDOT requirements ✓

Task IIIa – Street PE

-1 29) Place making – slow traffic, add green No.
30) Full depth pavement replacement ✓
31) Reduce pavement
32) Keep on-street parking ✓
33) Replace signs
34) Construct trail ✓
35) Replace sidewalk ✓
36) Install decorative lights ✓
37) Plant trees ✓
38) Replace traf signals at High & Prospect ✓
39) Mast Arm Type ✓
40) Ped signals ✓
41) Timing permits ✓
42) Lag time for pole and mast arm delivery ✓

Task IIIb – Street CE

43) MDOT generated Field Manager file ✓
44) Administer per MDOT requirements ✓

## EXPERIENCE / QUALITIFICATIONS (-1)

Critical Staff

1) Project Manager Romkema
2) NEPA Prep/Coordinator/Manager Butler
3) Traffic Engineer for timing permits Michaels
4) Design Engineer, traffic signals Michaels
5) Design Engineer, geometrics Butler
6) Design Engineer, street & perm signs Butler/Villalobos
7) Design Engineer, water main Butler
8) Design Engineer, san sewer Butler
9) Design Engineer MOT Villalobos
10) Construction Engineer Romkema
11) Inspector – water main Beeksma
12) Inspector – san sewer Beeksma
13) Inspector – street Halas3
14) Inspector - signals Halas3
15) Construction Office Tech Blower

Past Projects

16) STP Local Agency projects ✓
-1 17) EPA funded projects No
18) Traffic signals ✓
19) Sidewalk ramps ✓
20) Street projects in urban environment ✓
21) Water main replacements ✓
22) Sanitary sewer replacements ✓
23) LSL replacements ✓
24) Projects that maintained commercial traffic ✓

## METHOD (-2)

HRC

1) Complete Task I Survey by 11-30-23 ✓
2) Provide report of sewer recommendations ✓
3) Schedule for Utility Task II work ✓
4) Schedule for Street Task II work per LAP planning guide ✓
5) Coordinate schedule for Tasks II & III ✓
6) Minimize Task II removals to limit temporary restoration costs ✓
7) EPA Work Plan submittal (early) No.
8) NEPA submittal (early) No
9) COJ CAD Standards ✓
-1 10) Traffic modelling NO
11) Maintaining traffic plans ✓
12) Construction staking ✓
13) Shop drawing and submittals review – WM ✓
14) Shop drawing and submittals review - signals ✓
15) MDOT Standard Specs ✓
16) COJ SPs ✓
17) Itemized engineer's estimates ✓
18) Separate categories for each funding source ✓
19) Prelim submittal for interim COJ review ✓
20) EGLE permits for WM and san sewer construction ✓
-1 21) ProjectWise submittals for Phase III street work No.
22) Full-time inspection ✓
23) Field Manager admin ✓
24) In-shop fabrication inspections for welds & paint ✓
25) Coordinate for City-provided testing ✓
26) Prevailing wage review ✓
27) Plan to schedule in-house LSL replacements ✓

Spaulding

# RFQP 23-06 MLK CORRIDOR ENGINEERING PROPOSAL REVIEW CRITERIA

## UNDERSTANDING OF PROBLEM

-6

All

1) PE and CE ✓
2) Project limits ✓
3) Two construction contracts – utilities and street ✓
4) Utility work – local review and letting ✓
5) Utility work – Sept 2024 letting, 2025 const ✓
6) Street work – LAP review and MDOT letting ✓
7) Street work – Sept 2024 letting, 2025 cons ✓
8) Coordinate as much as possible to minimize restoration costs ✓
9) City-provided material testing ✓
10) Multiple funding sources ✓
11) Non-residential properties to accommodate ✓
12) COJ CAD standards ✓
-1 13) COJ SRs No.
14) Detour required ✓

Task I – Survey

15) Topographic mapping ✓
16) Soil borings ✓
-1 17) Sewer televising and report ← no report
-1 18) No progress beyond Task 1 without approval No

Task IIa – Utility PE

19) Replace water main ✓
20) Replace LSLs to meter ✓
21) Replace sanitary sewer ✓
22) Replace san sewer ✓
23) Right-size sewer for current flows ✓
24) Replace san serv to parkway ✓
25) Minimize removals to limit restoration costs ✓
26) Generate EPA Work Plan ✓

Task IIb – Utility CE

-1 27) Locally generated Field Manager file No.
28) Administer per MDOT requirements ✓

Task IIIa – Street PE

29) Place making – slow traffic, add green No
30) Full depth pavement replacement ✓
31) Reduce pavement ✓
32) Keep on-street parking ✓
33) Replace signs ✓
34) Construct trail ✓
35) Replace sidewalk ✓
36) Install decorative lights ✓
37) Plant trees ✓
38) Replace traf signals at High & Prospect ✓
39) Mast Arm Type ✓
40) Ped signals ✓
41) Timing permits ✓
42) Lag time for pole and mast arm delivery No.

Task IIIb – Street CE

-1 43) MDOT generated Field Manager file No.
44) Administer per MDOT requirements ✓

-1 ~ parking not eligible for federal funds – wrong.

## EXPERIENCE / QUALITIFICATIONS

-6

Critical Staff

1) Project Manager Schrot ✓
2) NEPA Prep/Coordinator/Manager No.
3) Traffic Engineer for timing permits ?
4) Design Engineer, traffic signals ?
5) Design Engineer, geometrics Dykman? ✓
6) Design Engineer, street & perm signs Dykman? ✓
7) Design Engineer, water main Roath ✓
8) Design Engineer, san sewer Loebach ✓
9) Design Engineer MOT Bessett. ✓
10) Construction Engineer Trosa / Fortunato ✓
11) Inspector – water main Quach / Fischer No
12) Inspector – san sewer Quach / Fischer ✓
13) Inspector – street Quach / Fisher ✓
14) Inspector - signals Quach / Fischer No
15) Construction Office Tech Head ✓

Past Projects

16) STP Local Agency projects ✓
17) EPA funded projects No
18) Traffic signals ✓
19) Sidewalk ramps ✓
20) Street projects in urban environment ✓
21) Water main replacements ✓
22) Sanitary sewer replacements ✓
23) LSL replacements ✓
24) Projects that maintained commercial traffic ✓

## METHOD

-7

SDD

1) Complete Task I Survey by 11-30-23 No
2) Provide report of sewer recommendations No
3) Schedule for Utility Task II work ✓
4) Schedule for Street Task II work per LAP planning guide ✓
5) Coordinate schedule for Tasks II & III ✓
6) Minimize Task II removals to limit temporary restoration costs ✓
7) EPA Work Plan submittal (early) No.
8) NEPA submittal (early) No.
9) COJ CAD Standards ✓
10) Traffic modelling ✓
11) Maintaining traffic plans ✓
12) Construction staking ✓
13) Shop drawing and submittals review – WM ✓
14) Shop drawing and submittals review - signals ✓
15) MDOT Standard Specs ✓
16) COJ SPs ✓
17) Itemized engineer's estimates ✓
18) Separate categories for each funding source No.
19) Prelim submittal for interim COJ review ✓
20) EGLE permits for WM and san sewer construction ✓
21) ProjectWise submittals for Phase III street work No.
22) Full-time inspection ✓
23) Field Manager admin ✓
24) In-shop fabrication inspections for welds & paint
25) Coordinate for City-provided testing ✓
26) Prevailing wage review ✓
27) Plan to schedule in-house LSL replacements ✓
28) Generate As-builts ✓

Fleis & Vandebrink

# RFQP 23-06 MLK CORRIDOR ENGINEERING PROPOSAL REVIEW CRITERIA

## UNDERSTANDING OF PROBLEM

All

-10

1) PE and CE ✓
2) Project limits ✓
3) Two construction contracts – utilities and street ✓
4) Utility work – local review and letting ✓
5) Utility work – Sept 2024 letting, 2025 const ✓
6) Street work – LAP review and MDOT letting ✓
7) Street work – Sept 2024 letting, 2025 cons ✓
-1 8) Coordinate as much as possible to minimize restoration costs No.
-1 9) City-provided material testing No.
10) Multiple funding sources ✓
11) Non-residential properties to accommodate ✓
12) COJ CAD standards ✓
13) COJ SPs ✓
14) Detour required ✓

Task I – Survey

15) Topographic mapping ✓
16) Soil borings ✓
17) Sewer televising and report ok ✓
18) No progress beyond Task 1 without approval ✓

Task IIa – Utility PE

19) Replace water main ✓
20) Replace LSLs to meter ✓
21) Replace sanitary sewer ✓
22) Replace san sewer ✓
-1 23) Right-size sewer for current flows No.
-1 24) Replace san serv to parkway No.
-1 25) Minimize removals to limit restoration costs No.
26) Generate EPA Work Plan ✓

Task IIb – Utility CE

-1 27) Locally generated Field Manager file No.
-1 28) Administer per MDOT requirements No.

Task IIIa – Street PE

29) Place making – slow traffic, add green ✓
30) Full depth pavement replacement ✓
31) Reduce pavement ✓
32) Keep on-street parking ✓
33) Replace signs ✓
34) Construct trail ✓
35) Replace sidewalk ✓
36) Install decorative lights ✓
37) Plant trees ✓
38) Replace traf signals at High & Prospect ✓
39) Mast Arm Type ✓
-1 40) Ped signals No.
-1 41) Timing permits No
-1 42) Lag time for pole and mast arm delivery No.

Task IIIb – Street CE

43) MDOT generated Field Manager file ✓
44) Administer per MDOT requirements ✓

## EXPERIENCE / QUALITIFICATIONS

-12

Critical Staff

1) Project Manager Johnson/DeVries
2) NEPA Prep/Coordinator/Manager Ayer
3) Traffic Engineer for timing permits Swanson
4) Design Engineer, traffic signals Hockey
5) Design Engineer, geometrics Hummel copied from RFP
6) Design Engineer, street & perm signs Hummel
-1 7) Design Engineer, water main Hummel No
-1 8) Design Engineer, san sewer Hummel No
-1 9) Design Engineer MOT Swanson No
10) Construction Engineer DeVries
-1 11) Inspector – water main Baker
-1 12) Inspector – san sewer Baker
-1 13) Inspector – street Baker
-1 14) Inspector - signals Baker
-1 15) Construction Office Tech Frank No resume

No resume

Past Projects

16) STP Local Agency projects
17) EPA funded projects
18) Traffic signals
19) Sidewalk ramps
-1 20) Street projects in urban environment No
-1 21) Water main replacements No
-1 22) Sanitary sewer replacements No
-1 23) LSL replacements No
24) Projects that maintained commercial traffic

## METHOD

-8

F & V

1) Complete Task I Survey by 11-30-23
2) Provide report of sewer recommendations
3) Schedule for Utility Task II work
4) Schedule for Street Task II work per LAP planning guide
-1 5) Coordinate schedule for Tasks II & III No
-1 6) Minimize Task II removals to limit temporary restoration costs No
-1 7) EPA Work Plan submittal (early) No
-1 8) NEPA submittal (early) No
9) COJ CAD Standards
-1 10) Traffic modelling No
11) Maintaining traffic plans
12) Construction staking
13) Shop drawing and submittals review – WM
14) Shop drawing and submittals review - signals
15) MDOT Standard Specs
16) COJ SPs
17) Itemized engineer's estimates
-1 18) Separate categories for each funding source No
19) Prelim submittal for interim COJ review
20) EGLE permits for WM and san sewer construction
21) ProjectWise submittals for Phase III street work
22) Full-time inspection
23) Field Manager admin
-1 24) In-shop fabrication inspections for welds & paint No
25) Coordinate for City-provided testing
26) Prevailing wage review
-1 27) Plan to schedule in-house LSL replacements No

William & Works.

# RFQP 23-06 MLK CORRIDOR ENGINEERING PROPOSAL REVIEW CRITERIA

(24)

## UNDERSTANDING OF PROBLEM

All

1) PE and CE ✓
2) Project limits ✓
-1 3) Two construction contracts – utilities and street No.
-1 4) Utility work – local review and letting No.
-1 5) Utility work – Sept 2024 letting, 2025 const No.
6) Street work – LAP review and MDOT letting ✓
-1 7) Street work – Sept 2024 letting, 2025 cons No.
-1 8) Coordinate as much as possible to minimize restoration costs No.
-1 9) City-provided material testing No.
-1 10) Multiple funding sources No.
-1 11) Non-residential properties to accommodate No.
12) COJ CAD standards ✓.
13) COJ SPs ✓
-1 14) Detour required No.

Task I – Survey

15) Topographic mapping ✓
16) Soil borings ✓
-1 17) Sewer televising and report No.
-1 18) No progress beyond Task 1 without approval No.

Task IIa – Utility PE

19) Replace water main ✓
20) Replace LSLs to meter ✓
21) Replace sanitary sewer ✓
22) Replace san sewer ✓
-1 23) Right-size sewer for current flows No.
24) Replace san serv to parkway ✓
-1 25) Minimize removals to limit restoration costs No.
-1 26) Generate EPA Work Plan No.

Task IIb – Utility CE

-1 27) Locally generated Field Manager file No.
-1 28) Administer per MDOT requirements No.

Task IIIa – Street PE

-1 29) Place making – slow traffic, add green No.
30) Full depth pavement replacement ✓
31) Reduce pavement ✓
-1 32) Keep on-street parking No.
-1 33) Replace signs No.
34) Construct trail ✓
35) Replace sidewalk ✓
-1 36) Install decorative lights No
37) Plant trees ✓
38) Replace traf signals at High & Prospect ✓
-1 39) Mast Arm Type No.
-1 40) Ped signals No.
-1 41) Timing permits No
-1 42) Lag time for pole and mast arm delivery No.

Task IIIb – Street CE

43) MDOT generated Field Manager file ✓
44) Administer per MDOT requirements ✓

**EXPERIENCE / QUALITIFICATIONS** -14

Critical Staff

1) Project Manager Mieras ✓
-1 2) NEPA Prep/Coordinator/Manager None shown.
-1 3) Traffic Engineer for timing permits No
-1 4) Design Engineer, traffic signals No
5) Design Engineer, geometrics ✓
6) Design Engineer, street & perm signs
-1 7) Design Engineer, water main No.
-1 8) Design Engineer, san sewer No.
9) Design Engineer MOT ✓
-1 10) Construction Engineer ?
-1 11) Inspector – water main
-1 12) Inspector – san sewer
-1 13) Inspector – street
-1 14) Inspector - signals
-1 15) Construction Office Tech None shown.

EIT Mickevick
EIT Mendez

None shown.

Past Projects

16) STP Local Agency projects ✓
-1 17) EPA funded projects No
-1 18) Traffic signals No.
19) Sidewalk ramps ✓
20) Street projects in urban environment ✓
21) Water main replacements ✓
22) Sanitary sewer replacements ✓
-1 23) LSL replacements No.
24) Projects that maintained commercial traffic ✓

**METHOD** -17 WW

-1 1) Complete Task I Survey by 11-30-23 No.
-1 2) Provide report of sewer recommendations No.
-1 3) Schedule for Utility Task II work No
-1 4) Schedule for Street Task II work per LAP planning guide No.
-1 5) Coordinate schedule for Tasks II & III No.
-1 6) Minimize Task II removals to limit temporary restoration costs No.
-1 7) EPA Work Plan submittal (early) No.
-1 8) NEPA submittal (early) No.
9) COJ CAD Standards ✓
-1 10) Traffic modelling No.
-1 11) Maintaining traffic plans No
12) Construction staking ✓
13) Shop drawing and submittals review – WM ✓
14) Shop drawing and submittals review - signals ✓
15) MDOT Standard Specs ✓
16) COJ SPs ✓
17) Itemized engineer's estimates ✓
-1 18) Separate categories for each funding source No.
19) Prelim submittal for interim COJ review ✓
-1 20) EGLE permits for WM and san sewer construction No.
-1 21) ProjectWise submittals for Phase III street work No.
22) Full-time inspection ✓
23) Field Manager admin ✓
-1 24) In-shop fabrication inspections for welds & paint No.
-1 25) Coordinate for City-provided testing No.
-1 26) Prevailing wage review No.
-1 27) Plan to schedule in-house LSL replacements No.

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City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** **Change Order 1 to the 2022 Pavement Marking contract with PK Contacting, Inc.**

---

**Recommendation:**

> **Approve Change Order 1 to the 2022 Pavement Marking contract with PK Contracting of Troy, Michigan in the amount of $107,882.50 for street pavement markings and authorize the City Manager and City Engineer to execute the appropriate document.**

Attached is a report and documentation from Troy R. White, Assistant City Engineer, regarding approval of Change Order 1 to the 2022 Pavement Marking contract.

I recommend approval of the change order. Your consideration and concurrence is appreciated.

JG

Attachments

T:\Pavement Markings\2023_Change Order\Change Order to 2022 Contract\2022 Pavt Mrkgs_Change Order 1 for 2023_Cover Memo.docx

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Troy R. White, P.E., Assistant City Engineer

**DATE:** August 15, 2023

**RECOMMENDATION:** **Approve Change Order 1 to the 2022 Pavement Marking contract with PK Contracting of Troy, Michigan in the amount of $107,882.50 for street pavement markings and authorize the City Manager and City Engineer to execute the appropriate document.**

## SUMMARY

The attached Change Order 1 will add items for pavement markings for long lines, stop bars, crosswalk stripes and lane use symbols on city streets for the 2023 calendar year.

## BUDGETARY CONSIDERATIONS

This change order represents an increase of $107,882.50, bringing the current contract amount to $181,190.50.

## HISTORY, BACKGROUND and DISCUSSION

On September 8, 2020, City Council approved the award of the 2020 Pavement Marking Contract to PK Contracting, Inc. of Troy, Michigan in the amount of $73,308.00. This contract was subject to two one-year renewals at the same unit prices as the original contract. The contract was renewed in both 2021 and 2022.

## DISCUSSION OF THE ISSUE

A new contract for the City's annual pavement marking program was let on June 20, 2023. However, no bids were received. Because the annual reapplication of pavement markings is critical to public safety, a quote was solicited directly from PK Contracting, the holder of the pavement marking contract that was renewed in 2022. PK Contracting provided the attached quote of $107,882.50. This is less than the Engineer's Estimate of $134,767.00 that was anticipated based on cost increases throughout the construction industry over the past several years. The quote from PK Contracting is $26,884.50 less than the Engineer's Estimate and is found to be fair and reasonable.

## POSITIONS

I request approval of Change Order 1 and authorization for the City Manager and the City Engineer to sign the document.

**CHANGE ORDER NO. 1**
**To Contract for**
**2022 Pavement Markings**
**City of Jackson, Michigan**

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

| | |
|---|---|
| **ORIGINAL CONTRACT AMOUNT** | **$ 73,308.00** |
| **CHANGE ORDER NO. 1** | **$ 107,882.50** |
| **NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1** | **$ 181,190.50** |

**REASON FOR CHANGE:**

To add pavement marking items for long lines, stop bars, crosswalk stripes and lane use symbols for placement in the 2023 calendar year.

**CONTRACT COMPLETION:**

The contract completion date is extended November 30, 2023.

Prepared by Troy R. White, P.E.
Assistant City Engineer

ACCEPTED BY:

PK Contracting, Inc. Date:

ACCEPTED BY:

Jon H. Dowling, P.E., City Engineer Date:

ACCEPTED BY:

Jonathan Greene, City Manager Date:

# ENG 23-10 PAVEMENT MARKINGS CONTRACT

| Line | Pay Item | Description | Unit | Total Estimated Quantity | Estimated Unit Cost | Estimated Total Cost |
|---|---|---|---|---|---|---|
| | | | | | | |
| 1 | 8110024 | Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk | Ft | 1,500 | $2.75 | $4,125.00 |
| 2 | 8110041 | Pavt Mrkg, Ovly Cold Plastic, 12 inch, Crosswalk | Ft | 1,500 | $5.95 | $8,925.00 |
| 3 | 8110045 | Pavt Mrkg, Ovly Cold Plastic, 24 inch, Stop Bar | Ft | 650 | $12.95 | $8,417.50 |
| 4 | 8110049 | Pavt Mrkg, Ovly Cold Plastic, Direction Arrow Sym, Bike | Ea | 15 | $120.00 | $1,800.00 |
| 5 | 8110056 | Pavt Mrkg, Ovly Cold Plastic, Bike | Ea | 15 | $120.00 | $1,800.00 |
| 6 | 8110063 | Pavt Mrkg, Ovly Cold Plastic, Lt Turn Arrow Sym | Ea | 20 | $165.00 | $3,300.00 |
| 7 | 8110068 | Pavt Mrkg, Ovly Cold Plastic, Only | Ea | 25 | $165.00 | $4,125.00 |
| 8 | 8110069 | Pavt Mrkg, Ovly Cold Plastic, Railroad Sym | Ea | 9 | $350.00 | $3,150.00 |
| 9 | 8110071 | Pavt Mrkg, Ovly Cold Plastic, Rt Turn Arrow Sym | Ea | 6 | $165.00 | $990.00 |
| 10 | 8110076 | Pavt Mrkg, Ovly Cold Plastic, Thru and Lt Turn Arrow Sym | Ea | 4 | $200.00 | $800.00 |
| 11 | 8110077 | Pavt Mrkg, Ovly Cold Plastic, Thru and Rt Turn Arrow Sym | Ea | 4 | $200.00 | $800.00 |
| 12 | 8110078 | Pavt Mrkg, Ovly Cold Plastic, Thru Arrow Sym | Ea | 4 | $155.00 | $620.00 |
| 13 | 8110231 | Pavt Mrkg, Waterborne, 4 inch, White | Ft | 95,000 | $.09 | $8,550.00 |
| 14 | 8110232 | Pavt Mrkg, Waterborne, 4 inch, Yellow | Ft | 420,000 | $.09 | $37,800.00 |
| 15 | 8110233 | Pavt Mrkg, Waterborne, 6 inch, White | Ft | 85,000 | $.14 | $11,900.00 |
| 16 | 8110343 | Rem Spec Mrkg | Sft | 2,572 | $2.50 | $6,430.00 |
| 17 | 8117050 | Pavt Mrkg, Ovly Cold Plastic, Yield Triangle | Ea | 20 | $75.00 | $1,500.00 |
| 18 | 8120210 | Pavt Mrkg, Longit, 6 inch or Less Width, Rem | Ft | 3,000 | $.95 | $2,850.00 |
| | | | | | | |
| | | | | | Estimate Total: | $107,882.50 |

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161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** **Change Order 1 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc.**

---

**Recommendation:**

**Approve Change Order 1 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of $39,923.75 for asphalt pavement patching to City of Jackson Parking Lot #21 located on Blackstone Street between W. Michigan Avenue and Pearl Street and authorize the City Manager and City Engineer to execute the appropriate document.**

Attached is a report and documentation from Troy R. White, Assistant City Engineer, regarding approval of Change Order 1 to the 2023 HMP Pavement Patching contract.

I recommend approval of the change order. Your consideration and concurrence is appreciated.

JG

Attachments

T:\2023 Projects\23-03_HMA PATCHING_WEST AVE & BROWN ST\3_CONSTRUCTION\CONTRACT MODS\CO 1\ENG23-03_HMA Patching Contract_CO1_Lot #21 Patching_Cover Memo.docx

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Troy R. White, P.E., Assistant City Engineer

**DATE:** August 15, 2023

**RECOMMENDATION:** **Approve Change Order 1 to the HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of $39,923.75 for asphalt pavement patching to City of Jackson Parking Lot #21 located on Blackstone Street between W. Michigan Avenue and Pearl Street and authorize the City Manager and City Engineer to execute the appropriate document.**

## SUMMARY

The attached Change Order 1 will add items for asphalt pavement patching to City of Jackson Parking Lot #21 located on Blackstone Street between W. Michigan Avenue and Pearl Street.

## BUDGETARY CONSIDERATIONS

This change order represents an increase of $39,923.75, bringing the current contract amount to $181,604.80.

## HISTORY, BACKGROUND and DISCUSSION

On May 23, 2023, City Council approved the award of a contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of $141,681.05. The original contract was for HMA cold milling and HMA paving to patch sections of failing pavement on the travel lanes on West Avenue between Fourth Street and Griswold Street and on Brown Street between Michigan Avenue and Daniel Road

## DISCUSSION OF THE ISSUE

The patching included in this Change Order 1 is for surface defects and subgrade settlements at the location of a previously demolished building which has caused the parking lot to develop major depressions which have become hazardous to vehicles. There are also areas where deterioration and erosion have washed the asphalt away and the surface is now exposed gravel base material. The proposed maintenance work will extend the service life of the pavement and help maintain the structural integrity of this parking lot

The proposed maintenance work will include subgrade undercutting to remove the building demolition debris and backfilling with engineered fill and resurfacing with new hot mix asphalt.

## POSITIONS

I request approval of Change Order 1 and authorization for the City Manager and the City Engineer to sign the document.

Attachments

**CHANGE ORDER NO. 1**
**To Contract for**
**2023 HMA Pavement Patching**
**City of Jackson, Michigan**

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

| | |
|---|---|
| **ORIGINAL CONTRACT AMOUNT** | **$ 141,681.05** |
| **CHANGE ORDER NO. 1** | **$ 39,923.75** |
| **NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1** | **$ 181,604.80** |

**REASON FOR CHANGE:**

To repair the pavement in City of Jackson Parking Lot #21 which has significant collapse in the base material and deterioration caused by erosion.

**CONTRACT COMPLETION:**

The contract completion date is extended to October 27, 2023.

Prepared by Troy R. White, P.E.
Assistant City Engineer

ACCEPTED BY:

Bailey Excavating Date:

ACCEPTED BY:

Jon H. Dowling, P.E., City Engineer Date:

ACCEPTED BY:

Jonathan Greene, City Manager Date:

# ENG23-03 HMA PAVEMENT PATCHING CONTRACT
# CHANGE ORDER NUMBER 1
# PAVEMENT PATCHING OF CITY OF JACKSON PARKING LOT #21

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

| Prop Line | Item Code | Item Description | Current Contract Quantity | Quantity Change | Final Quantity | Units | Unit Price | Amount | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | ADD | DEDUCT |
| | 1077060 | Mobilization, HMA Patching | 0.00 | 3,000.00 | 3,000.00 | LSUM | $ 1.00 | $ 3,000.00 | $ - |
| | 2047001 | Sawcut | 0.00 | 250.00 | 250.00 | LF | $ 5.01 | $ 1,275.00 | $ - |
| | 2047011 | Pavement Removal | 0.00 | 300.00 | 300.00 | SYD | $ 12.31 | $ 3,693.00 | $ - |
| | | Undercut, Class II | 0.00 | 375.00 | 375.00 | CYD | $ 42.55 | $ 15,956.25 | $ - |
| | | Masonry and Conc Structure, Rem | 0.00 | 25.00 | 25.00 | CYD | $ 55.00 | $ 1,375.00 | $ - |
| | 3027011 | Aggregate Base, 6 Inch | 0.00 | 250.00 | 250.00 | SYD | $ 8.68 | $ 2,170.00 | $ - |
| | 8167011 | Turf Establishment, Performance | 0.00 | 45.00 | 45.00 | SYD | $ 10.10 | $ 454.50 | $ - |
| | 5010033 | HMA, 13A, HMA Patching | 0.00 | 60.00 | 60.00 | TONS | $ 200.00 | $ 12,000.00 | $ - |
| | | | | | | | Total: | $ 39,923.75 | $ - |
| | | | | | | | Net Change: | $ 39,923.75 | |
| | | | | | | | Current Contract Amount: | $ 141,681.05 | |
| | | | | | | | Revised Contract Amount: | $ 181,604.80 | |

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City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** **Change Order 2 to the 2023 HMA Pavement Patching contract with Bailey Excavating, Inc.**

---

**Recommendation:**

> **Approve Change Order 2 to the HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of $86,577.36 for the repair of a collapsed sanitary sewer and manhole located on Page Avenue at the intersection of Elm Avenue and authorize the City Manager and City Engineer to execute the appropriate document.**

Attached is a report and documentation from Troy R. White, Assistant City Engineer, regarding approval of Change Order 2 to the 2023 HMP Pavement Patching contract.

I recommend approval of the change order. Your consideration and concurrence is appreciated.

JG

Attachments

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Troy R. White, P.E., Assistant City Engineer

**DATE:** August 15, 2023

**RECOMMENDATION:** **Approve Change Order 2 to the HMA Pavement Patching contract with Bailey Excavating, Inc. in the increased amount of $86,577.36 for the repair of a collapsed sanitary sewer and manhole located on Page Avenue at the intersection of Elm Avenue and authorize the City Manager and City Engineer to execute the appropriate document.**

## SUMMARY

The attached Change Order 2 will add items for the repair of a collapsed sanitary sewer located on Page Avenue at the intersection of Elm Avenue.

## BUDGETARY CONSIDERATIONS

This change order represents an increase of $86,577.36, bringing the current contract amount to $268,182.16

## HISTORY, BACKGROUND and DISCUSSION

On May 23, 2023, City Council approved the award of a contract to Bailey Excavating, Inc. of Jackson, Michigan in the amount of $141,681.05. The original contract was for HMA cold milling and HMA paving to patch sections of failing pavement on the travel lanes on West Avenue between Fourth Street and Griswold Street and on Brown Street between Michigan Avenue and Daniel Road

On August 15, 2023 City Council will be asked to Approve Change Order No. 1 in the amount of $39,923.75 for asphalt pavement patching in City of Jackson Parking Lot #21 located on Blackstone Street between W. Michigan Avenue and Pearl Street. The contract amount after the approval of Change Order No. 1 is $181,604.80.

## DISCUSSION OF THE ISSUE

The sanitary sewer on Page Avenue was constructed in 1912 of vitreous clay pipe to serve an area of approximately 90 acres. A section at the intersection of Elm Avenue collapsed causing the subsurface material above it to wash into the sewer resulting in a substantial sink hole in the intersection and a partially blocked sewer. This sink hole was investigated by City of Jackson DPW and the sewer collapse was located. The sewer is located 14 feet below the surface which exceeds the capabilities of the equipment used by the City of Jackson DPW. A run of approximately 24 feet of 24-inch sanitary sewer and the adjoining 5 foot in diameter manhole were replaced on an emergency basis to provide immediate relief to the impacted residents and the hazard caused by the sink hole in the roadway.

## POSITIONS

I request approval of Change Order 2 and authorization for the City Manager and the City Engineer to sign the document.

Attachments

**CHANGE ORDER NO. 2**
**To Contract for**
**2023 HMA Pavement Patching**
**City of Jackson, Michigan**

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents, Plans and Specifications of the above-named contract.

| | | |
|---|---|---|
| **ORIGINAL CONTRACT AMOUNT** | **$** | **141,681.05** |
| **APPROVED CHANGE ORDER NO. 1** | **$** | **39,923.75** |
| **CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 1** | **$** | **181,604.80** |
| **CHANGE ORDER NO. 2** | **$** | **86,577.36** |
| **NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2** | **$** | **268,182.16** |

**REASON FOR CHANGE:**

To repair the collapsed sanitary sewer and manhole on Page Avenue at Elm Avenue..

**CONTRACT COMPLETION:**

The contract completion date is unchanged.

Prepared by Troy R. White, P.E.
Assistant City Engineer

ACCEPTED BY:

Bailey Excavating Date:

ACCEPTED BY:

Jon H. Dowling, P.E., City Engineer Date:

ACCEPTED BY:

Jonathan Greene, City Manager Date:

# ENG23-03 HMA PAVEMENT PATCHING CONTRACT
# CHANGE ORDER NUMBER 2
# SEWER REPAIR AT INTERSECTION OF ELM AND PAGE

ADDITIONS AND SUBTRACTIONS: Quantities for Contract pay items shall be increased or decreased as follows:

| Prop Line | Item Code | Item Description | Current Contract Quantity | Quantity Change | Final Quantity | Units | Unit Price | Amount | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | ADD | DEDUCT |
| 0024 | 8267021 | _ 6A Stone | 0.00 | 33.00 | 33.00 | Cyd | $ 33.00 | $ 1,089.00 | $ - |
| 0029 | 8267051 | _ Saw Cutting | 0.00 | 1.00 | 1.00 | LS | $ 300.00 | $ 300.00 | $ - |
| 0034 | 8267051 | _ Materials | 0.00 | 1.00 | 1.00 | LS | $ 9,219.09 | $ 9,219.09 | $ - |
| 0039 | 8267021 | _ Class II Sand | 0.00 | 108.00 | 108.00 | Cyd | $ 16.50 | $ 1,782.00 | $ - |
| 0044 | 8267051 | _ Concrete | 0.00 | 1.00 | 1.00 | LS | $ 1,236.98 | $ 1,236.98 | $ - |
| 0049 | 8267051 | _ HMA | 0.00 | 1.00 | 1.00 | LS | $ 2,635.97 | $ 2,635.97 | $ - |
| 0054 | 8267021 | _ 21AA Crushed Concrete | 0.00 | 30.00 | 30.00 | Cyd | $ 36.00 | $ 1,080.00 | $ - |
| 0059 | 8267051 | _ Fuel Surcharge | 0.00 | 1.00 | 1.00 | LS | $ 2,119.70 | $ 2,119.70 | $ - |
| 0064 | 8267040 | _ 336D Cat Excavator W/Operator | 0.00 | 42.00 | 42.00 | Hr | $ 251.85 | $ 10,577.70 | $ - |
| 0074 | 8267040 | _ Operator - Labor | 0.00 | 60.00 | 60.00 | Hr | $ 102.35 | $ 6,141.00 | $ - |
| 0079 | 8267040 | _ Laborer - Labor | 0.00 | 40.50 | 40.50 | Hr | $ 86.25 | $ 3,493.13 | $ - |
| 0084 | 8267040 | _ Laborer1 - Labor | 0.00 | 7.50 | 7.50 | Hr | $ 102.35 | $ 767.63 | $ - |
| 0089 | 8267040 | _ Lowboy Pick-Up & Delivery Of Equip. | 0.00 | 18.00 | 18.00 | Hr | $ 193.20 | $ 3,477.60 | $ - |
| 0094 | 8267040 | _ Hydrovac | 0.00 | 11.50 | 11.50 | Hr | $ 310.00 | $ 3,565.00 | $ - |
| 0099 | 8267040 | _ Quad Lead & Tractor W/Operator | 0.00 | 33.00 | 33.00 | Hr | $ 218.50 | $ 7,210.50 | $ - |
| 0104 | 8267040 | _ Quad Axle Dump W/Operator | 0.00 | 40.00 | 40.00 | Hr | $ 177.10 | $ 7,084.00 | $ - |
| 0109 | 8267040 | _ Supervisor/Consultant | 0.00 | 16.00 | 16.00 | Hr | $ 150.00 | $ 2,400.00 | $ - |
| 0114 | 8267040 | _ Overtime Hours | 0.00 | 154.00 | 154.00 | Hr | $ 51.18 | $ 7,881.72 | $ - |
| 0119 | 8507042 | _ Crew Truck W/Tools | 0.00 | 4.00 | 4.00 | Wday | $ 345.00 | $ 1,380.00 | $ - |
| 0124 | 8267040 | _ 930H Loader W/Operator | 0.00 | 14.00 | 14.00 | Hr | $ 208.15 | $ 2,914.10 | $ - |
| 0129 | 8267040 | _ 5 Yard Dump Truck | 0.00 | 1.50 | 1.50 | Hr | $ 155.25 | $ 232.88 | $ - |
| 0134 | 8267040 | _ CB34B Double Roller W/Operator | 0.00 | 11.00 | 11.00 | Hr | $ 174.80 | $ 1,922.80 | $ - |
| 0139 | 8267040 | _ 289C Skidsteer W/Operator W/Broom | 0.00 | 5.00 | 5.00 | Hr | $ 223.10 | $ 1,115.50 | $ - |
| 0144 | 8267040 | _ 289C Skidsteer W/Operator | 0.00 | 8.00 | 8.00 | Hr | $ 194.35 | $ 1,554.80 | $ - |
| 0149 | 8267040 | _ CP100 Paver W/Operator | 0.00 | 2.00 | 2.00 | Hr | $ 302.45 | $ 604.90 | $ - |
| 0154 | 8267051 | _ Traffic Control | 0.00 | 1.00 | 1.00 | LS | $ 2,267.16 | $ 2,267.16 | $ - |
| 0159 | 8267051 | _ Sewer Cleaing | 0.00 | 1.00 | 1.00 | LS | $ 2,524.20 | $ 2,524.20 | $ - |
| | | | | | | | Total: | $ 86,577.36 | $ - |
| | | | | | | | Net Change: | $ 86,577.36 | |
| | | | | | | | Current Contract Amount: | $ 181,604.80 | |
| | | | | | | | Revised Contract Amount: | $ 268,182.16 | |

CITY OF JACKSON
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City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** **Approve a Revocable License for an Illuminated Awning for RJ'S Metropolitan Ice Cream at 135 E. Michigan Avenue**

---

**Recommendation:**

**Approve a Revocable License for RJ'S Metropolitan Ice Cream for the installation of an illuminated awning within the Michigan Avenue public right-of-way at 135 E. Michigan Avenue and authorize the Mayor and City Clerk to execute the appropriate document(s).**

Attached is a report from Troy White, Assistant City Engineer, requesting approval of a Revocable License.

I recommend approval of the Revocable License. Your consideration and concurrence is appreciated.

T:\Revocable Licenses\2023 Revocable Licenses\5-0016_135 E MICHIGAN_RJ'S METROPOLITAN ICE CREAM\05-0016_135 E MICHIGAN_RJ'S ICE CREAM_COVER MEMO.docx

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Troy R. White, P.E., Assistant City Engineer

**DATE:** August 15, 2023

**RECOMMENDATION:** **Approve a Revocable License for RJ'S Metropolitan Ice Cream for the installation of an Illuminated Awning within the E. Michigan Avenue public right-of-way at 135 E. Michigan Avenue and authorize the Mayor and City Clerk to execute the appropriate document(s).**

## SUMMARY

The City has received a Revocable License request from RJ's Metropolitan Ice Cream for the installation of an illuminated awning on the building at 135 E. Michigan Avenue. The awning will extend into the E. Michigan Avenue public right-of-way.

## BUDGETARY CONSIDERATIONS

The Licensee is responsible for all costs and insurance associated for the construction, use and maintenance of the awning.

## HISTORY, BACKGROUND and DISCUSSION

As the face of the building at 135 E. Michigan Avenue is located on the property line of the parcel upon which it sits, the proposed Awning, although attached to the building face, will be located within the E. Michigan Avenue public right-of-way. As such, the installation of the sign requires a Revocable License.

## DISCUSSION OF THE ISSUE

Exhibit A of the attached Revocable License document shows the size, location and appearance of the proposed awning that will project into the E. Michigan Avenue right-of-way.

## POSITIONS

Engineering requests that the attached Revocable License be approved, and that the Mayor and City Clerk be authorized to execute the Revocable License on behalf of the City. If you have any questions, please contact me.

ATTACHMENTS

# REVOCABLE LICENSE

THE CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, hereinafter called "Licensor", in consideration of the terms, conditions and covenants hereinafter set forth, does hereby grant to **RJ'S Metropolitan Ice Cream**, a Michigan **LLC**, with offices at **135 E. Michigan Ave, Jackson, Michigan**, hereinafter called "Licensee", this REVOCABLE LICENSE, RIGHT and PRIVILEGE to construct and maintain upon the City's **E. Michigan Avenue** right-of-way adjacent to Licensee's property, described in Attachment 1, commonly known as **135 E. Michigan Avenue**, Jackson, Michigan, **(2) 30" tall X 72" long, 36" Deep Illuminated Awnings with Metal Frames** (hereinafter structure@). The design, configuration and location of said structure is more precisely described upon EXHIBIT A, attached hereto and incorporated by reference, to be occupied and used by Licensee on the Licensor's Street right-of-way described above, on the terms, conditions, and covenants hereinafter mentioned.

As consideration for this License, Licensee agrees to the following terms, conditions and covenants:

1. Licensee shall pay Licensor the sum of Twenty Five Dollars ($25.00).

2. Licensee agrees that in the design, construction, installation and maintenance of the structure, and throughout the term of this License, it will comply with the restrictions set forth herein and with all statutes, rules, ordinances and regulations pertaining to said structure.

3. The design, configuration, location and specifications for installation of the structure shall be approved by the City of Jackson City Engineer in advance of installation of the structure, and, upon installation of the structure, shall not be altered without the express written consent of the City Engineer.

4. Licensee agrees to keep the structure in good repair and condition at all times.

5. Licensee shall assume all liability for and protect, indemnify, and save Licensor, its officers, employees, agents and contractors, harmless from and against all actions, claims, demands, judgments, losses, expenses of suits or actions, and attorney fees for injury to or death of any person or persons and loss or damage to the property of any person or persons whomsoever, including the parties hereto, arising in connection with or as a direct or indirect result of Licensee's use of its structure or its exercise of this License, except Licensee shall not be required to indemnify Licensor for injury to persons or damage to property caused by the sole negligence of Licensor.

6. This License is granted subject to any lease, easement, license, or other interest in land heretofore granted or reserved, or which may be granted in the future by Licensor with respect to said Licensor's Street right-of-way.

7. Licensee shall secure and maintain in force during the term of this License a policy of Comprehensive Commercial Liability Insurance, acceptable to Licensor, with a minimum general liability limit of $1,000,000.00 per occurrence. The policy shall be in the name of Licensee, and shall name the Licensor as additional insured, and shall describe the insured's premises, including the structure as herein above described. The insurer will not cancel this insurance, or change, restrict, or reduce the insurance provided, or change the name of the insureds, without first giving at least ten (10) days written notice to the City of Jackson, City Attorney, 161 West Michigan Avenue, Jackson, Michigan 49201, as evidenced by receipt of certified mail. Licensee shall provide evidence of the existence of such insurance to Licensor's City Attorney prior to Licensor's execution of this License.

8. Upon the sale, conveyance, lease or transfer of Licensee's property referenced above, this License shall become null and void and Licensee shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto.

9. This License may be revoked at any time, with or without cause, by Licensor, upon thirty (30) days written notice to the Licensee.

10. Licensee, upon revocation of this License, shall, at its sole cost and expense, fully remove the structure and all materials, improvements, structures, or appurtenances pertaining thereto within thirty (30) days of the date of mailing of a Notice of Revocation.

11. If Licensee fails to comply with a Notice of Revocation, Licensor shall take any and all action necessary to remove the structure, which shall be deemed to constitute a nuisance. Licensee shall be invoiced for all removal costs incurred by Licensor. If Licensee fails to satisfy the invoice within the time prescribed on the invoice, the Jackson City Council may cause such removal costs to be levied and assessed as a special assessment upon Licensee's property as provided by the City Charter and the Jackson City Code of Ordinances, and/or Licensor may bring suit against Licensee to recover such costs.

12. All notices given pursuant to this License shall be considered mailed when placed in the United States mail, certified mail, return receipt requested, properly addressed to the parties at the addresses herein set forth, with postage thereon fully paid.

13. This Revocable License is a personal license, and shall not be assigned by Licensee.

The parties hereby have executed or caused this instrument to be executed by their duly authorized representatives, as of the _____ day of _____, 2023.

***LICENSOR:***
CITY OF JACKSON, a
Michigan municipal corporation

By_____
Daniel Mahoney, Mayor

By_____
Andrea Muray. City Clerk

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me, this ____ day of _____, 2023, by Daniel Mahoney and Andrea Muray, the Mayor and City Clerk of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

_____
Notary Public
Jackson County, Michigan
My Comm. Exp.:_____

Acknowledged and Agreed

***LICENSEE:***

**RJ'S Metropolitan Ice Cream**

By_____
**Robert Wilkie, Owner**

STATE OF MICHIGAN, COUNTY OF JACKSON, SS:

Subscribed and sworn to before me this _____ day of _____, 2023, by **Robert Wilkie**, the **Owner** of **RJ'S Metropolitan Ice Cream**, on behalf of the **LLC**.

_____
Notary Public
Jackson County, Michigan
My Comm. Exp.:_____

Drafted by:
Matthew Hagerty
City Attorney
161 West Michigan Avenue
Jackson, Michigan 49201
(517) 788-4050

When recorded return to:
City Attorney's Office
161 West Michigan Avenue
Jackson, Michigan 49201

ATTACHMENT 1

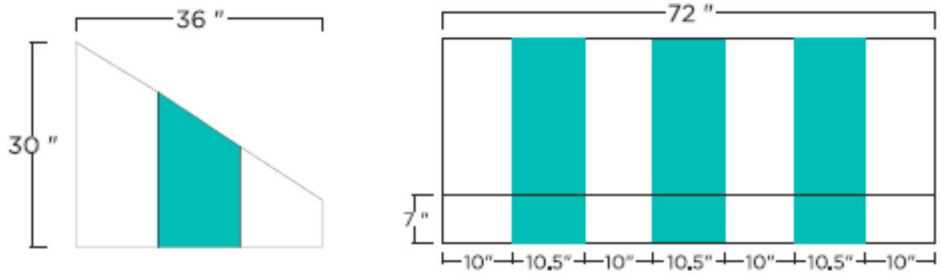
Land situated in the City of Jackson, Jackson County and State of Michigan more particularly described as:

The East 21 feet of the North 120 feet of Lot 5, West 9 Inches of the North 120 feet of Lot 6, Block 1 South, Range 2 East of the Original Plat of the Village of Jacksonburgh.

**EXHIBIT A, PAGE 1 OF 2**

**RJ'S METROPOLITAN ICE CREAM, 135 E MICHIGAN AVE, PIN 05-0016**

FURNISH & INSTALL THE FOLLOWING:
(2) 30"X 72", 36" DEEP ILLUMINATED AWNINGS W/
METAL FRAME PAINTED SATIN WHITE &
WHITE MATERIAL W/PMS 3262C TEAL STRIPES.
AWNING MOUNTS TO 4" WIDE BLACK WOOD TRIM
OVER WINDOWS



# EXHIBIT A, PAGE 2 OF 2

## RJ'S METROPOLITAN ICE CREAM, 135 E MICHIGAN AVE, PIN 05-0016



CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** **Change Order No. 2 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc.**

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**Recommendation:**

Approval of Change Order No. 2 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of $704,785, and authorize the City Manager and Director of Public Works to execute the appropriate documents.

Your consideration and concurrence are appreciated.

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Michael Osborn, Director of Public Works

**DATE:** August 15, 2023

**RECOMMENDATION:** Approval of Change Order No. 2 to the Wastewater Treatment Plant Clean Water State Revolving Fund (CWSRF) 2022 Improvements Contract with Allied Mechanical Services, Inc. in the increased amount of $704,785, and authorize the City Manager and Director of Public Works to execute the appropriate documents.

## SUMMARY

In August of 2022, the City's Wastewater Treatment Plant (WWTP) experienced a power outage during a storm event, which resulted in significant flooding of the WWTP facilities. This flooding caused a great deal of damage to various pumps, electrical, and other equipment housed in those facilities. In working closely with the City's insurance adjuster and our engineering firm, Fishbeck, it was found that a majority of the flood damaged equipment was planned for replacement under the Wastewater Treatment Plant CWSRF 2022 Improvements project, which was awarded to Allied Mechanical Services, Inc. (AMS) in the fall of 2022, shortly after the flood event. It was determined the best course of action would be to work with AMS to make all the necessary repairs. It was also advised to include the valves associated with three of the impacted pumps, as these valves were already planned for replacement simultaneously. The insurance claim amount has recently been confirmed and the City would like to move forward with making the repairs. To proceed with completing the repairs for the flood damage, including reallocating the funding sources from the CWSRF loan to the insurance claim reimbursement, extending the contract completion date, and changing the existing contract price, the change order to modify the contract requires the approval of City Council.

## BUDGETARY CONSIDERATIONS

This change order to the Wastewater Treatment Plant CWSRF 2022 Improvements Contract will be funded using the following funds:

| Source of Funds | Amount |
|---|---|
| Insurance Claim Reimbursement | $581,557 |
| Sewer System Funds | $123,228 |
| Change Order No. 2 Total | $704,785 |

Change Order No. 2 will not be funded with the CWSRF loan, as the work was not originally part of the CWSRF project plan. However, an additional insurance claim reimbursement amount of $592,254 will offset the original CWSRF loan amount.

## HISTORY, BACKGROUND and DISCUSSION

In August of 2022, the City's Wastewater Treatment Plant (WWTP) experienced a power outage during a storm event, which resulted in significant flooding of the WWTP facilities. This flooding caused a great deal of damage to various pumps, electrical, controls, and other drive equipment housed in those facilities. The City worked closely with our insurance adjuster and our engineering firm, Fishbeck, to inventory the impacted equipment. It was determined that a majority of the equipment was planned for replacement under the Wastewater Treatment Plant CWSRF 2022 Improvements project, which was awarded to Allied Mechanical

Services, Inc. (AMS) in the fall of 2022, shortly after the flood event. Of the remaining impacted equipment, a large portion was also planned for replacement under a separate project that was still in the design phase by Fishbeck at the time.

In working with the insurance adjuster and Fishbeck, it was determined the best course of action would be to work with AMS to make all the necessary repairs. It was also determined it would be best to include the replacement of the valves associated with three of the impacted pumps, as these valves were already planned for replacement simultaneously under the design work.

The insurance claim amount has recently been confirmed. The insurance claim includes more than the $581,557 necessary to add the pump replacements to this contract. An amount of $123,228 is required from the sewer fund to replace the associated valves (which were not impacted by the flood but were already planned for replacement). It will be most cost-efficient to replace the valves at the same time as the impacted pumps.

The insurance claim also includes $592,254 for the impacted equipment that was already slated for replacement in the CWSRF project; this amount does not change the contract price but will offset (reduce) the CWSRF loan amount needed.

## POSITIONS

Approve Change Order No. 2 to the Wastewater Treatment Plant Clean Water State Revolving Fund 2022 Improvements Contract with Allied Mechanical Services, Inc., and authorize the City Manager and Director of Public Works to execute the appropriate documents.

**Change Order No. 2**
**To Contract for**
**Jackson WWTP CWSRF 2022 Improvements**
**Wastewater Treatment Plant Jackson, Michigan**

Notice is hereby given that the following additional information and changes shall become a part of the Contract Documents of the above-named contract.

| | |
|---|---|
| **ORIGINAL CONTRACT AMOUNT** | **$11,030,000.00** |
| **CHANGE ORDER NO. 1** | **$158,668.00** |
| **CHANGE ORDER NO. 2** | **$704,785.00** |
| **NEW CONTRACT AMOUNT AS SET BY CHANGE ORDER NO. 2** | **$11,893,453.00** |

**REASON FOR AMENDMENT:**

As outlined in the attached memo from Fishbeck, to replace equipment impacted by a flood event: service water pumps (SWP-1, SWP-2) and wiring; service water auto strainer (SWSTRN); control panel (SWSTRNR-CP) and wiring; dilution water pump (DWP-2) and wiring; eliminate (demolish) the local disconnects and pushbutton stations for the service water and dilution water pumps (breakers and pushbuttons at the respective motor control centers will be used instead); final effluent sampler pump; and east aeration tank drain pump. The memo also outlines replacement of four knife gate valves associated with the service water pumps and auto strainer; and four valves associated with the dilution water pumps including two knife gate valves, one swing check valve, and one plug valve. Allied Mechanical Services, Inc. would require an extension of the substantial completion date of the contract to complete the work outlined in this change order. The substantial completion date shall be extended from the original date of March 1, 2024, to May 1, 2025.

_____
Prepared by Chandra Willinger
Public Works/Utilities Fiscal Supervisor

ACCEPTED BY:

_____ _____
Bob Sweet, Project Manager — Date:
Allied Mechanical Service, Inc

ACCEPTED BY:

_____ _____
Michael Osborn, Director of Public Works — Date:

ACCEPTED BY:

_____ _____
Jonathan Greene, City Manager — Date:

CHANGE ORDER
PAGE 1 OF 2

| | |
|---|---|
| CONTRACT FOR: | WWTP CWSRF 2022 Improvements |
| OWNER: | City of Jackson<br>161 West Michigan Avenue<br>Jackson, MI 49201 |
| CONTRACTOR: | Allied Mechanical Services, Inc.<br>3860 Roger B Chaffee Memorial Drive, SE<br>Grand Rapids, MI 49548 |
| ENGINEER: | Fishbeck<br>39500 MacKenzie Drive, Suite 100<br>Novi, MI 48377 |
| ATTACHMENTS: | Memo dated December 16, 2022, Proposals from AMS |

Contractor shall indicate approval of Change Order through signing of this document and returning to Engineer. Engineer will forward to Owner, who shall indicate approval of Change Order through signing of this document and returning to Engineer. Upon receipt of fully executed (all signatures) Change Order, Engineer will distribute to all parties.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

Incorporate the following items identified in the memo dated December 16, 2022.

ITEM NO. 1: Service water pumps (SWP-1, SWP-2) and wiring
Proposal regarding “B.1 SWP Pump 1 & 2 Replacement Rev. 1” dated May 1, 2023, is approved to replace two service water pumps and associated piping and wiring, as part of the WWTP insurance claim for reimbursement.

ADD: $230,365.00

ITEM NO. 2: Service water auto strainer (SWSTRN), control panel (SWSTRNR-CP), and wiring
Proposal regarding “B.2 Strainer Replacement Rev. 1” dated May 1, 2023, is approved to replace the service water auto strainer and associated piping, control panel, and wiring, as part of the WWTP insurance claim for reimbursement.

ADD: $91,050.00

ITEM NO. 3: Dilution water pump (DWP-2) and wiring
Proposal regarding “B.3 DWP 2 Pump Replacement Rev. 1” dated May 1, 2023, is approved to replace Dilution Water Pump 2 and associated piping and wiring, as part of the WWTP insurance claim for reimbursement.

ADD: $149,493.00

ITEM NO. 4: Final effluent sampler pump
Proposal regarding “Item C.1 Final Effluent Sampler Pump” dated June 6, 2023, is approved to replace the final effluent sampler pump and associated piping and wiring, as part of the WWTP insurance claim for reimbursement.

ADD: $18,307.00

ITEM NO. 5: East aeration tank drain pump
Proposal regarding “Item C.2 Aeration Tank Drain Pump Rev. 1” dated May 1, 2023, is approved to replace the drain pump and associated piping and wiring, as part of the WWTP insurance claim for reimbursement.

ADD: $92,342.00

CHANGE ORDER
PAGE 2 OF 2

ITEM NO. 6: Valves for service water pumps and auto strainer
Proposal regarding "D.1 SWP Pumps & Strainer Valve Replacements" dated March 30, 2023, is approved to replace the four knife gate valves associated with the service water pumps and auto strainer. This cost is not associated with the WWTP insurance claim.

ADD: $62,619.00

ITEM NO. 7: Valves for dilution water pumps
Proposal regarding "D.2 DWP 1 & 2 Pumps Valve Replacements" dated March 27, 2023, is approved to replace the four valves associated with the dilution water pumps. This cost is not associated with the WWTP insurance claim.

ADD: $60,609.00

| CHANGE IN CONTRACT PRICE: | CHANGE IN CONTRACT TIMES: |
|---|---|
| Original Contract Price: | Original Contract time: |
| | Substantial Completion: March 1, 2024 |
| $11,030,000.00 | Ready for final payment: April 30, 2024 |
| Previous Change Order No.: 1 | Net change from previous Change Orders: |
| $158,668.00 | 0 Days |
| Contract Price prior to this Change Order: | Contract Time prior to this Change Order: |
| | Substantial Completion: March 1, 2024 |
| $11,188,668.00 | Ready for final payment: April 30, 2024 |
| Net increase of this Change Order: | Net increase of this Change Order: |
| $704,785.00 | 426 Days |
| Contract Price with all approved Change Orders: | Contract Time with all approved Change Orders: |
| | Substantial Completion: May 1, 2025 |
| $11,893,453.00 | Ready for final payment: June 30, 2025 |

RECOMMENDED

By: Erin Szczegielniak
Engineer

Erin H. Szczegielniak, PE,
Project Manager
Name and Title of Signatory

Date: July 28, 2023

END OF CHANGE ORDER

fishbeck
Engineers | Architects | Scientists | Constructors

39500 MacKenzie Drive, Suite 100
Novi, Michigan 48377

248.324.2090 | fishbeck.com

# Memo

**TO:** Bob Sweet – Allied Mechanical Services

**FROM:** Erin H. Szczegielniak, PE

**DATE:** December 16, 2022 **PROJECT NO.:** 210403

**RE:** Jackson WWTP Flood Insurance Claim – Equipment Replacements

## Overview

The Jackson WWTP was impacted by a flood event in August 2022. Fishbeck is assisting the City in determining replacement costs, including labor and materials for the impacted equipment listed below, in order to submit an insurance claim. We understand a lump-sum replacement cost will serve as suitable documentation for the City's insurance adjuster to make payment.

## Equipment Included in Insurance Claim

Please provide costs to furnish and install the following equipment:

A. As specified under the CWSRF 2022 Improvements Project:
   1. Three primary clarifier drives (CD1, CD2, CD3) and wiring.
   2. Six motor actuators for primary sludge valves (101, 102, 103, 104, 105, 106) and wiring.
   3. Demolition and installation of control panel for sludge valves (PPP).
   4. Three primary sludge pumps (PSP1, PSP2, and PSP3) and wiring.
   5. Primary sludge building sump pump (SP-101), control panel, and wiring.

B. Designed for replacement, located in the East Pipe Gallery:
   1. Service water pumps (SWP-1, SWP-2) and wiring.
   2. Service water auto strainer (SWSTRN), control panel (SWSTRNR-CP), and wiring.
   3. Dilution water pump (DWP-2) and wiring.
   4. Eliminate (demolish) the local disconnects and pushbutton stations for the service water and dilution water pumps. (Breakers and pushbuttons at the respective motor control centers will be used instead.)

C. Separate equipment impacted by the flood, located in the East Pipe Gallery:
   1. Final effluent sampler pump.
   2. East aeration tank drain pump.

Equipment budget quotes for items B.1, B.2, and B.3 are attached for your reference.

**CWSRF 2022 Improvements Project**

The equipment listed under Part A is included in the CWSRF 2022 Improvements Project for replacement. The insurance reimbursement amount must be omitted from the CWSRF loan amount. Any cost difference for upgraded equipment not covered by insurance will be covered by the CWSRF loan.

**East Pipe Gallery**

The equipment listed under Part B was intended for replacement under a separate project currently in design. Fishbeck has draft drawings and specifications available describing this work, to be provided separately.

Separate equipment listed under Part C was impacted by the flood and now needs to be replaced. Please contact Jason Sallows at the WWTP for details of equipment listed under Part C.

## Equipment Not Included in Insurance Claim

Please provide costs to furnish and install the following equipment:

D. Designed for replacement, located in the East Pipe Gallery:
    1. Four knife gate valves associated with the service water pumps and auto strainer.
    2. Four valves associated with the dilution water pumps:
        a. Two knife gate valves.
        b. One swing check valve.
        c. One plug valve.

The valves listed under Part D were not impacted by the flood but are being replaced as part of a complete pump system for Part B. Therefore, the valve costs will not be covered by the insurance claim and need to be billed separately.

Attachments
By email
Copy: Mike Osborn – City
Jason Sallows – City
Trent Stockman – City
Chandra Willinger – City

KENNEDY INDUSTRIES
INNOVATE
SOLVE
MONITOR
REPAIR

| BUDGETARY | | |
|---|---|---|
| DATE | NUMBER | PAGE |
| 10/13/2022 | 0048904 | 1 of 1 |

BILL TO
FIS413
FISHBECK
1515 ARBORETUM DRIVE, SE
GRAND RAPIDS, MI 49546

Accepted By: _____
Date: _____
PO#: _____
Ship To: _____

ATTENTION:
MEGHANA KAMATH mbkamath@fishbeck.com

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

| CUSTOMER REF/PO# | JOB TITLE | SLP | SHIPPING TYPE |
|---|---|---|---|
| BUDGET | CITY OF JACKSON, SERVICE WATER PUMPS, FLYGT, WATER | REA/EMG | FREIGHT ALLOWED |

| QTY | DESCRIPTION |
|---|---|

SERVICE WATER PUMP #1
(1) PATERSON MODEL 3X2.5 M-C SINGLE STAGE HORIZONTAL SPLIT CASE PUMP (VERTICAL MOUNT). RATED FOR 300 GPM @ 170' TDH, 25 HP, 3 PHASE, 460 VOLT WITH 3" SUCTION AND 2.5" DISCHARGE. COMPLETE WITH VERTICAL MOUNT BASE, COUPLING, AND COUPLING GUARD
(1) START-UP ASSISTANCE.

NET BUDGET PRICE INCLUDING FREIGHT, BUT NO TAXES: --- $ 50,670.00 FOR ONE PUMP
**********

SERVICE WATER PUMP #2
(1) PATERSON MODEL 3X2.5 M-C SINGLE STAGE HORIZONTAL SPLIT CASE PUMP (VERTICAL MOUNT). RATED FOR 300 GPM @ 170' TDH, 25 HP, 3 PHASE, 460 VOLT WITH 3" SUCTION AND 2.5" DISCHARGE. COMPLETE WITH VERTICAL MOUNT BASE, COUPLING, AND COUPLING GUARD
(1) START-UP ASSISTANCE.

NET BUDGET PRICE INCLUDING FREIGHT, BUT NO TAXES: --- $ 50,670.00 FOR ONE PUMP
**********

WE DO NOT INCLUDE: INSTALLATION, SITE WORK, CONCRETE, ANCHOR BOLTS, CERTIFIED TESTING, PIPING, CONTROL PANEL, VALVES, COVER, CONDUIT, WIRING, JUNCTION BOXES, PADLOCKS, KEYS OR START-UP UNLESS LISTED ABOVE.

WE APPRECIATE THIS OPPORTUNITY TO QUOTE AND LOOK FORWARD TO BEING OF FUTURE SERVICE.
ERIC GRIFFITH / RICK ALVAREZ

This quote is subject to and incorporates by reference Kennedy Industries, Inc.'s ("Kennedy") Terms & Conditions (Rev'd 4/2019) and Customer Warranty available at www.kennedyind.com which will be provided by email upon written request. Kennedy reserves the right to change the Terms & Conditions and Customer Warranty for future orders. By accepting this quote and/or issuing a purchase order relative to this quote, buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Kennedy's website.

**QUOTE VALID FOR 30 DAYS. CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3%**
**CHARGE NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL. PAYMENT TERMS: NET 30**

RJM Process Solutions, LLC
24875 Novi Road Unit #440
Novi, Michigan 48376

sales@RJMProcessSolutions.com
Tel: 248-974-5323
www.RJMProcessSolutions.com

# Quotation

**Project:** Jackson WWTP
**Eaton Contact:** Rob Maskey
**Email:** rob@RJMProcessSolutions.com
**Phone:** 248-974-5323

| | |
|---|---|
| **Customer RFQ Number:** | Duplicate S323602 |
| **Eaton Quote Number:** | Q1-KM1ITAV |
| **Rev Number:** | 2 |
| **Currency:** | USD |
| **Effective Start Date:** | 10/03/2022 |
| **Expiration Date:** | 11/02/2022 |
| **Payment Terms:** | 30 Days Date of Invoice |
| **Shipping Terms:** | |
| **Freight Terms:** | CIP named place, incl. Packag. |
| | Prepaid & Add |

Fishbeck Company

**Contact Name:** Meghana Kamath
**Email:** mbkamath@fishbeck.com
**Phone:** 248-862-7676

Eaton standard terms & conditions apply
**Quote Comments:** Lead Time: 5 days = 1 Calendar Week.

| Item # | Eaton P/N | Product Description | UOM | Drawing Lead Time | Manufacturing Lead Time (Days) | Qty | Shipping Point | Unit Price | Extended Price |
|---|---|---|---|---|---|---|---|---|---|
| 1 | 8" Model 2596 | 8" Cast Iron | EA | 10 | 60 | 1 | HIDALGO | 22,998.00 | 22,998.00 |

**Line Item Comments** : 8" Cast Iron (ASTM A-278, CL 30) model 2596 Self-Cleaning Strainer with 125# ANSI-FF flanges, complete with all 316 SS internals and quad ring shaft seal cartridge, 40 mesh nominal Convoluted straining element with Cenpeller technology. Motor/gear reducer drive unit for operation on 460 Volt, 3 Phase, 60 HZ supply. Drive motor is 1/4 HP, NEMA 56C face flange mounted. Strainer has stainless steel internal fasteners and carbon steel external fasteners. Design conditions: PSIG 200@150 degrees F

Paint/Finish for Cast Strainers:
Interior – None
Exterior – Sherwin Williams acrylic alkyd, 1 coat at 1-2 mils DFT.

Clarifications and Exceptions
Design based on Eaton standards.

All piping, tubing, wiring, lifting devices at installation site is the responsibility of Others.

Anchor bolts and pipeline fasteners and gaskets provided by others.

Wind/Seismic/Nozzle loading calculations and design are not included in this quotation.

Strainer price includes Eaton standard format/content submittals, manuals only

Installer to support adjacent piping and flange independent of strainer.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| 2 | Controls | Panel Actuated Valve DP Switch. | EA | 10 | 60 | 1 | HIDALGO | 7,423.00 | 7,423.00 |

**Line Item Comments** : NEMA 4 control panel box, motor starter provided, adjustable front panel timer display, differential pressure override, 10 amp rated control relay for backwash valve activation, display lights to indicate "Power On", "Backwash Cycle On" & "High Differential Pressure", High differential and motor fault contacts, 3 position "Off-On-Auto" selector switch. For operation on 460 Volt, 3 Phase, 60 HZ supply

1-1/2" NPT backwash outlet valve, Brass body, 316 SS ball and stem, Teflon seat and NEMA 4, 120 VAC electric actuator.

United Electric single element Differential Pressure Switch with Buna-N Diaphragm and 0-20 PSID user adjustable set-point dial. NEMA 4X Enclosure.

**Extended Price Total** 30,421.00

In case you have a more specific question, kindly feel free to call us. We will be happy to advise you without obligation.

For more information on our products, kindly visit www.eaton.com/filtration.

This document is issued electronically and therefore valid without signature. By placing order, the Terms and Conditions of Eaton Corporation shall be deemed accepted by you.

Eaton Corporation shall deliver the products detailed in above mentioned quote on the basis of the Terms and Conditions of Eaton Corporation available for download at https://www.eaton.com/us/en-us/support/terms-conditions/filtration-terms-and-conditions.html, to the express exclusion of any other terms or conditions.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from a pandemic, and Buyer shall not be entitled to any damages resulting thereof.

KENNEDY INDUSTRIES | INNOVATE SOLVE MONITOR REPAIR

| BUDGETARY | | |
|---|---|---|
| DATE | NUMBER | PAGE |
| 12/12/2022 | | 1 of 1 |

BILL TO
FIS413
FISHBECK
1515 ARBORETUM DRIVE, SE
GRAND RAPIDS, MI 49546

Accepted By: _____
Date: _____
PO#: _____
Ship To: _____

ATTENTION:
MEGHANA KAMATH mbkamath@fishbeck.com

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

| CUSTOMER REF/PO# | JOB TITLE | SLP | SHIPPING TYPE |
|---|---|---|---|
| REV.1 | CITY OF JACKSON, DILUTION WATER, FLYGT, WATER | REA/EMG | FREIGHT ALLOWED |

| QTY | DESCRIPTION |
|---|---|

DILUTION WATER PUMP #2

(1) FLYGT SUBMERSIBLE DRY PIT SEWAGE PUMP, MODEL NT3153.185-414 WITH HIGH CHROME IMPELLER AND INSERT RINGS. RATED FOR 1,400 GPM @ 30' TDH, 15 HP, 3 PHASE, 460 VOLT WITH 8" DISCHARGE AND 10" SUCTION. INCLUDES 50 FT. MOTOR AND SENSOR CABLES. PUMPS EQUIPPED WITH SEAL FAIL/HIGH TEMP CABLES.

(1) FLYGT VERTICAL STAND WITH 10" INLET ELBOW.
(1) FLYGT MINI-CAS SEAL FAIL, HIGH TEMPERATURE RELAY (TO BE INSTALLED IN CONTROL PANEL BY OTHERS).
(1) START-UP ASSISTANCE.

NET BUDGET PRICE INCLUDING FREIGHT, BUT NO TAXES. $46,250.00

May 1, 2023
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP Insurance Claim
RE: **B.1** SWP Pump 1 & 2 Replacement Rev.1

Allied Mechanical Services, Inc. is pleased to provide the following proposal.

- Purchase and install (2) Patterson 3” x 2.5” pumps. See attached data.
- Demo existing pumps, concrete pump pads and pipe supports.
- Pour (2) Pump Pads & (2) Pipe Supports.
- Modify piping to accommodate the new pump.
- Disconnect electrical power from existing pumps and wire in new pumps back to MCC.
- Paint reworked piping per CWSRF project specifications.
- Material AIS compliant.
- Davis Bacon compliant.

**Total Cost ……..……..……..$230,365.00**

The following Items are not included in this proposal:

- Draining or cleaning the system in preparation for scope of work.
- Valves or check valves. Replacement option covered in separate proposal.
- Instrumentation or controls.
- Premium Time.

**Pricing is firm for 15 days.**

Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

UNIT _____ OUR ORDER No. _____

JOB _____ CUSTOMER ORDER No. _____

_____

PUMP _____ CAPACITY _____ G.P.M. @ _____ FT. HD.

MOTOR _____ MAKE _____ FRAME 254 TCV

_____ H.P. _____ PHASE _____ CYCLE _____ VOLT _____ R.P.M.

CERTIFIED BY: _____ DATE _____

NOTE: 1) CLOCKWISE ROTATION SHOWN WHEN VIEWED FROM DRIVER END, SUCTION ON RIGHT, DISCHARGE ON LEFT.

2) GROUT HOLES ARE PROVIDED
IMPORTANT; BASES MUST BE GROUTED TO THEIR FULL DEPTH.

3) ALL DIMENSIONS UNLESS SPECIFIED OTHERWISE ARE INCHES.

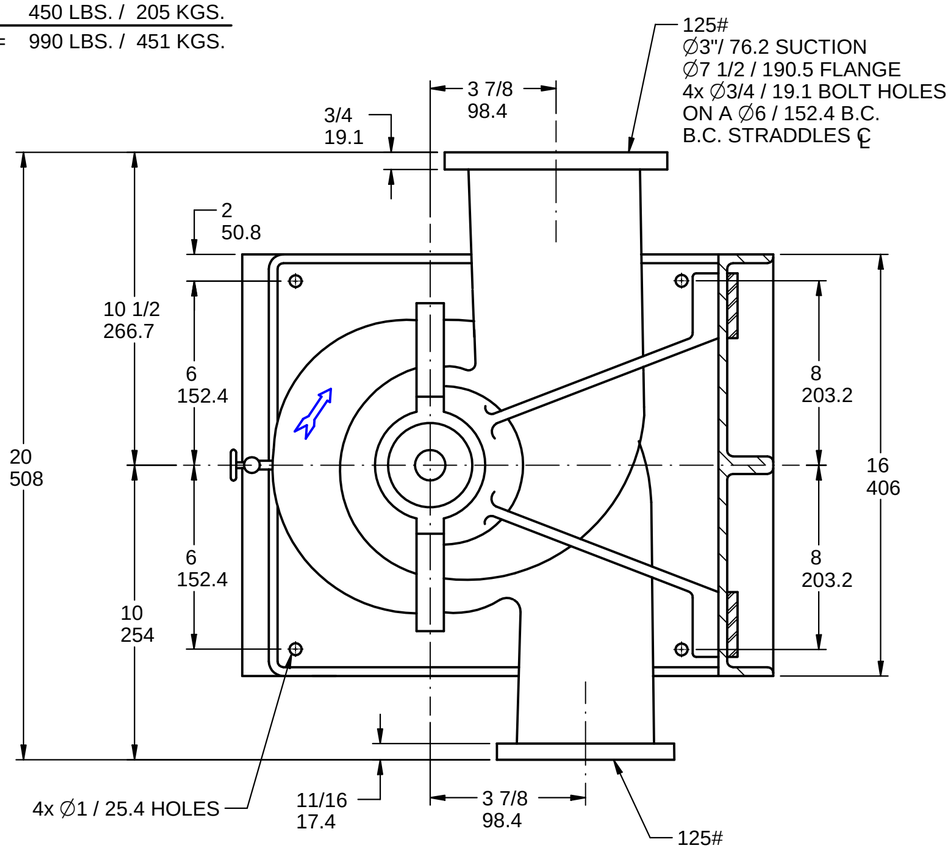
4) ALL DIMENSIONS ARE +/- 1/4" / 6.4mm (EXCEPT FOR FLANGE DRILLING).

5) ALL SECONDARY DIMENSIONS ARE METRIC.

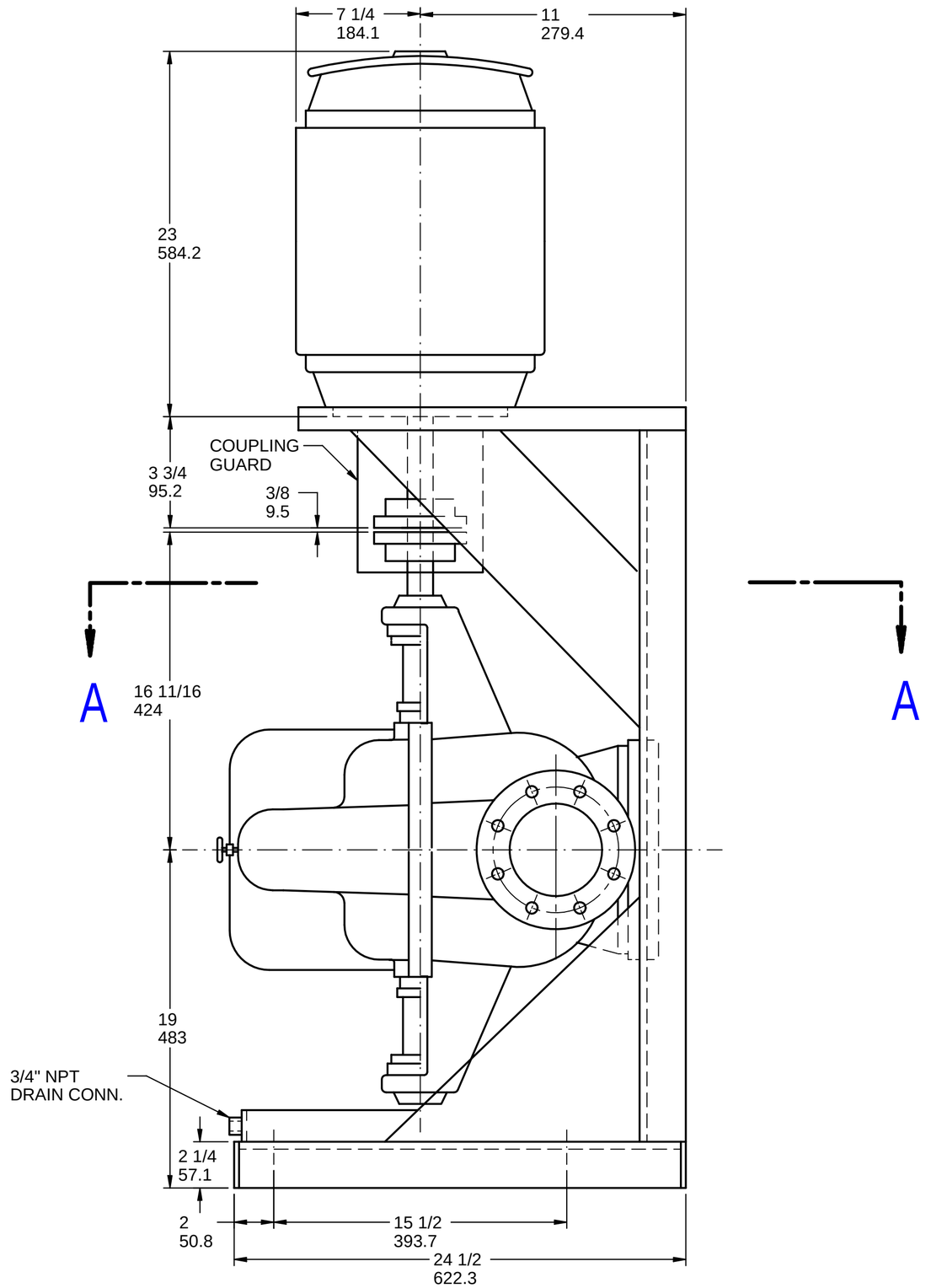
APPROX. WEIGHTS:

| | | |
|---|---|---|
| PUMP = | 360 LBS. / | 164 KGS. |
| MOTOR = | 180 LBS. / | 82 KGS. |
| BASE = | 450 LBS. / | 205 KGS. |
| TOTAL= | 990 LBS. / | 451 KGS. |

# SW1 & 2.
# 25 HP 3 Phase 460V




VIEW "A-A"




PATTERSON PUMP COMPANY
A SUBSIDIARY OF THE GORMAN-RUPP COMPANY

OUTLINE DIMENSIONS
FOR
3 X 2 1/2 MV
W/ U.S. ELEC. 254 TCV MOTOR

| | |
|---|---|
| DWG. NO. C02-114287 | REV. 0 |
| DRAWN mcaudell | DATE SEPT. 9, 2009 |
| SCALE NONE | APPRVD. AP |

May 1, 2023
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP Insurance Claim
RE: B.2 Strainer Replacement Rev.1

Allied Mechanical Services, Inc. is pleased to provide the following proposal.

- Demo existing strainer and supports.
- Purchase and install (1) 8” Eaton 2596 Strainer. See attached data.
- Install new 304 SS strainer supports. See attached iso.
- Disconnect electrical power from existing and install new from MCC to control panel and strainer.
- Paint reworked piping per CWSRF project specifications.
- Piping Material AIS compliant.
- Davis Bacon compliant.

**Total Cost ……..……..……....$91,050.00**

The following Items are not included in this proposal:

- Draining or cleaning the system in preparation for scope of work.
- Valves. Replacement option covered in separate proposal.
- Premium Time.

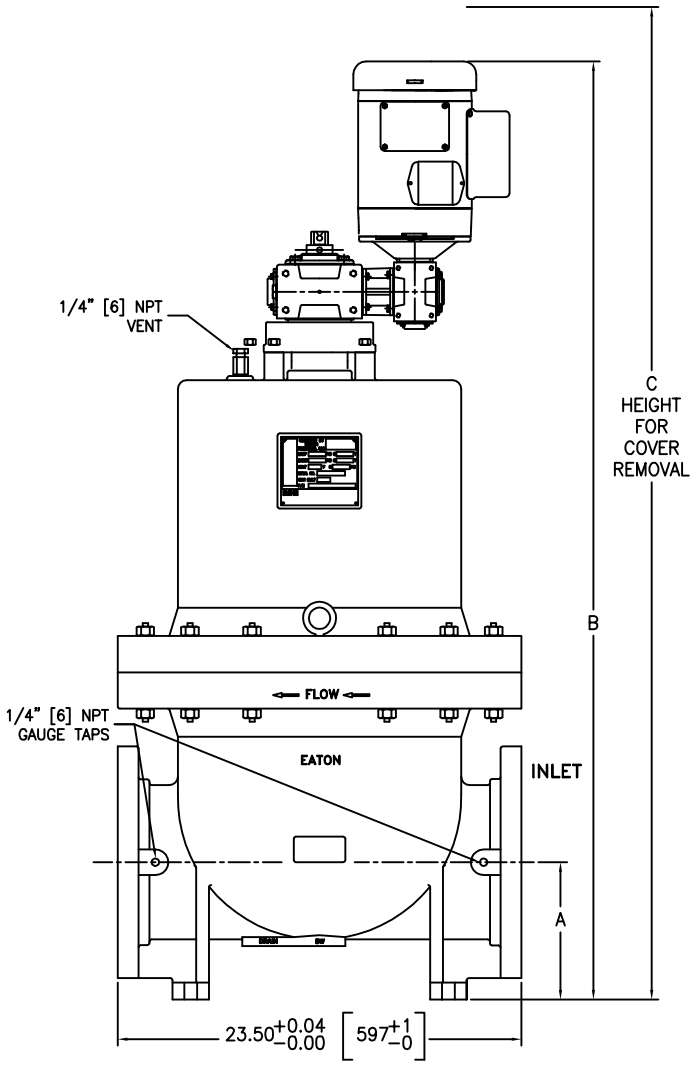
**Pricing is firm for 15 days.**

Sincerely,

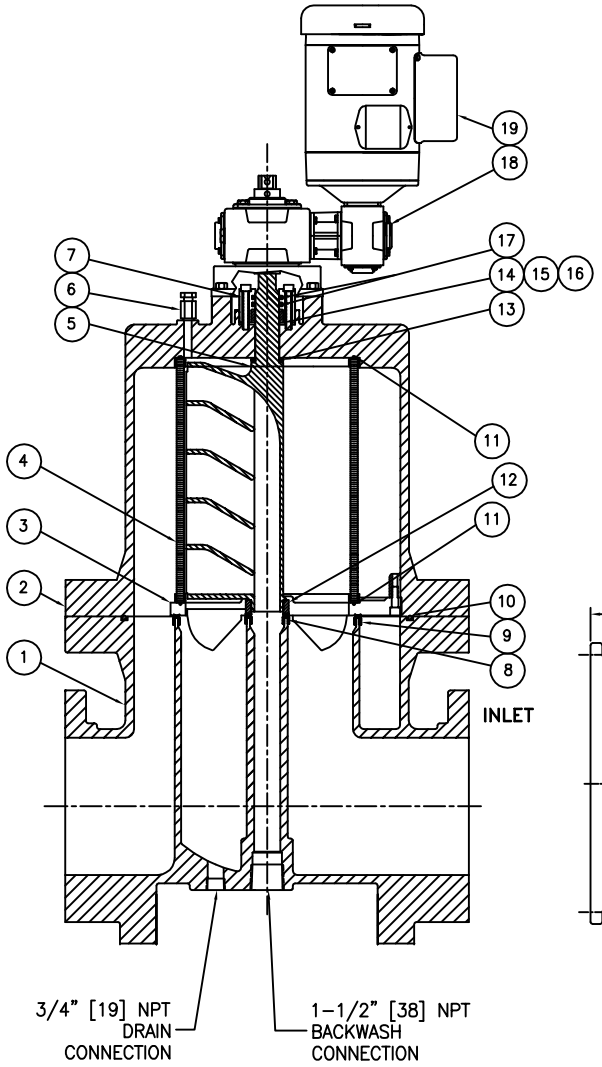
*Bob Sweet*

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

| PIPE SIZE (NOMINAL) | DIMENSIONS A IN. | A MM. | B IN. | B MM. | C IN. | C MM. | WEIGHT COVER LB. | COVER KG. | DRY LB. | DRY KG. | WET LB. | WET KG. | PA NUM |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 4L" (100mm) | 8 | 203 | 52 | 1321 | 55 | 1397 | 438 | 199 | 805 | 366 | 998 | 453 | 25960 |
| 6" (150mm) | 8 | 203 | 55 | 1397 | 58 | 1473 | 438 | 199 | 869 | 395 | 1081 | 491 | 25960 |
| 8" (200mm) | 8 | 203 | 55 | 1397 | 58 | 1473 | 438 | 199 | 901 | 409 | 1129 | 513 | 25960 |

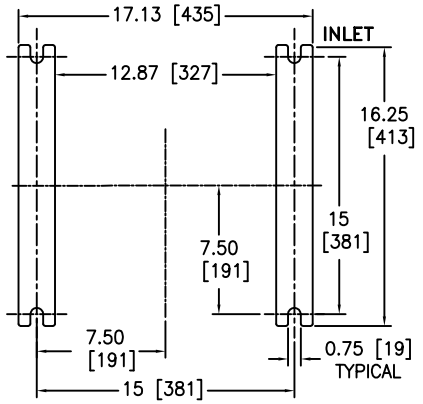



FRONT VIEW




SECTIONAL VIEW

| NO. | PART NAME | MATERIAL |
|---|---|---|
| 1 | BODY | A278 CL.30 |
| 2 | COVER | A278 CL.30 |
| 3 | CENPELLER SUPPORT | 316 STAINLESS STEEL |
| 4 | STRAINING ELEMENT | 316 STAINLESS STEEL |
| 5 | BACKWASH ARM−SHAFT | 316 STAINLESS STEEL |
| 6 | VENT | BRASS |
| 7 | idL™ HOUSING | 316 STAINLESS STEEL |
| 8 | INNER SEAL | BUNA−N |
| 9 | OUTER SEAL | BUNA−N |
| 10 | GIRTH O−RING | BUNA−N |
| 11 | ELEMENT O−RING | BUNA−N |
| 12 | LOWER BUSHING | COMPOSITE |
| 13 | SHAFT WASHER | NYLON |
| 14 | SHAFT GASKET | BUNA−N |
| 15 | UPPER BUSHING RING | TEFLON |
| 16 | UPPER BUSHING | COMPOSITE |
| 17 | SHAFT SEAL RINGS | BUNA−N |
| 18 | GEAR REDUCER | CAST IRON |
| 19 | MOTOR | 1/4 HP |




MOUNTING ARRANGEMENT

NOTES:

1. ALL FLANGE CONNECTIONS PER ASME/ANSI B16.1.
2. FOR REPLACEMENT PARTS, MODEL NO., SIZE AND SERIAL NUMBER FROM THE STRAINER NAMEPLATE MUST BE FURNISHED.
3. DESIGN PRESSURE: 200 PSI @ 150° F [13.8 BAR @ 65.5° C]

CERTIFIED FOR:
P.O. NO.:
REG. NO.:
QUOTE NO.:
TAG NO.:
NUMBER OF UNITS:
STRAINING ELEMENT:

**EATON FILTRATION, LLC**
900 FAIRMOUNT AVENUE, ELIZABETH, NEW JERSEY 07207

NAME: MODEL 2596 AUTOMATIC STRAINER
125 ANSI CLASS FF FLANGE CAST IRON
SIZES 4L" (100mm) THROUGH 8" (200mm)

| DRAWN | DATE | CERT. | DATE |
|---|---|---|---|
| VAA | 05/17/06 | FM | 05/17/06 |

| SIZE | DWG NO | REV |
|---|---|---|
| B | SD2596C2 | B |

ELECTRONIC FILE NAME: SD2596C1.DWG
REF. ECR 0800413 DATE 10/9/08

UNAUTHORIZED USE, MANUFACTURE OR REPRODUCTION IN WHOLE OR IN PART IS PROHIBITED. DRAWING, DESIGN AND OTHER DISCLOSURES PROPERTY OF EATON FILTRATION, LLC

# Eaton Filtration, LLC

44 Apple Street, Tinton Falls, NJ 07724
Phone: 732-212-4700 Fax: 952-906-3706
E-Mail: filtration@eaton.com
Web: www.eaton.com/filtration


**IO&M Supplement**

**Model 2596**
**Automatic Strainer**

## MODEL 2596 AUTOMATIC STRAINER IO&M SUPPLEMENT
## (Items Below Replace Corresponding Items in Model 2596 IO&M)

**Read all instructions before installation or operation of equipment. Failure to comply with these instructions could result in bodily injury or property damage.**

**Installation**

2. Be sure sufficient headroom is provided for removal of internal parts. See Sales Drawing for removal clearance. NOTE: Clearance for rigging equipment must also be considered.

3. Support the filter in the line as follows:

   Fabricated filters are provided with mounting feet. The footpads are drilled to accommodate the use of anchor bolts. Place the filter in the line on concrete or steel mounts. **Do not** support the filter, or the piping coming to and from the filter, by the line flanges and flange bolting. See Figure 1 Supplement and Sales Drawing.

10. The NPT coupling under the outlet pipe could be used for a clean side drain line. See Figure 1 Supplement.

11. Attach the blow-off/drain line to the NPT coupling in the center of the bottom head. See Figure 1 Supplement. Install a ball, gate or plug valve in this line. Keep this valve closed except when necessary to drain the strainer or blow-off debris settled on the bottom.

12. Attach the backwash line to the side flanged opening. It is important to prevent backpressure by having a short, free-flowing backwash line with no vertical risers and a minimum of bends.

**Removal of Cover & Operating Mechanism Assembly**

3. Loosen swing bolt nuts and swing bolts to clear blocks.

4. Lift the cover assembly gently, using the lifting lugs on the cover. These lifting lugs are for the cover assembly.

**NOTE: See Installation, Item 1 to lift filter.**

All internal parts may now be inspected for deterioration, wear or blockage and replaced or repaired as necessary. Inspection should include the element and bushing. The replacement procedures for the reducer, motor and filter are contained herein.

**Replacement or Maintenance of Filter Element**
**(Totally revised as follows:)**

**Replacement or Maintenance of Element & Backwash Arm Bushing (See Figure 1 Supplement)**

The Hayward Model 2596 is furnished with a removable element secured to a support ring by four roll pins. The support ring is secured to the cover by four bolts, washers and locknuts.

1. Refer to **Removal of Cover & Operating Mechanism Assembly**, page 7.

2. Lift the cover assembly from the body and lower cover assembly to supports placed under support ring. Remove the four bolts between the support ring and cover, and then lift the cover assembly.

3. Inspect the element, sealing surfaces and bushing located at bottom of backwash arm. Clean element & sealing surfaces as required. Remove existing element by removing the roll pins. Replace element by aligning the element tab holes with the support ring holes and replace the roll pins. Replace backwash arm bushing as required.

4. Lower the cover & backwash arm assembly into the center of the support ring/element assembly. Secure cover to support ring with bolts, washers & locknuts.

5. Lift cover assembly and place into body.

6. Before tightening swing bolts, rotate manually to insure freedom from binding. See “Manual Operation of Backwash Arm” page 7, Steps 2 - 10.

7. Align cover and body bolt blocks and secure with swing bolts.

8. Connect the electrical leads to the motor. Please note that the direction of rotation is not important.

9. Install fuses and connect power source.

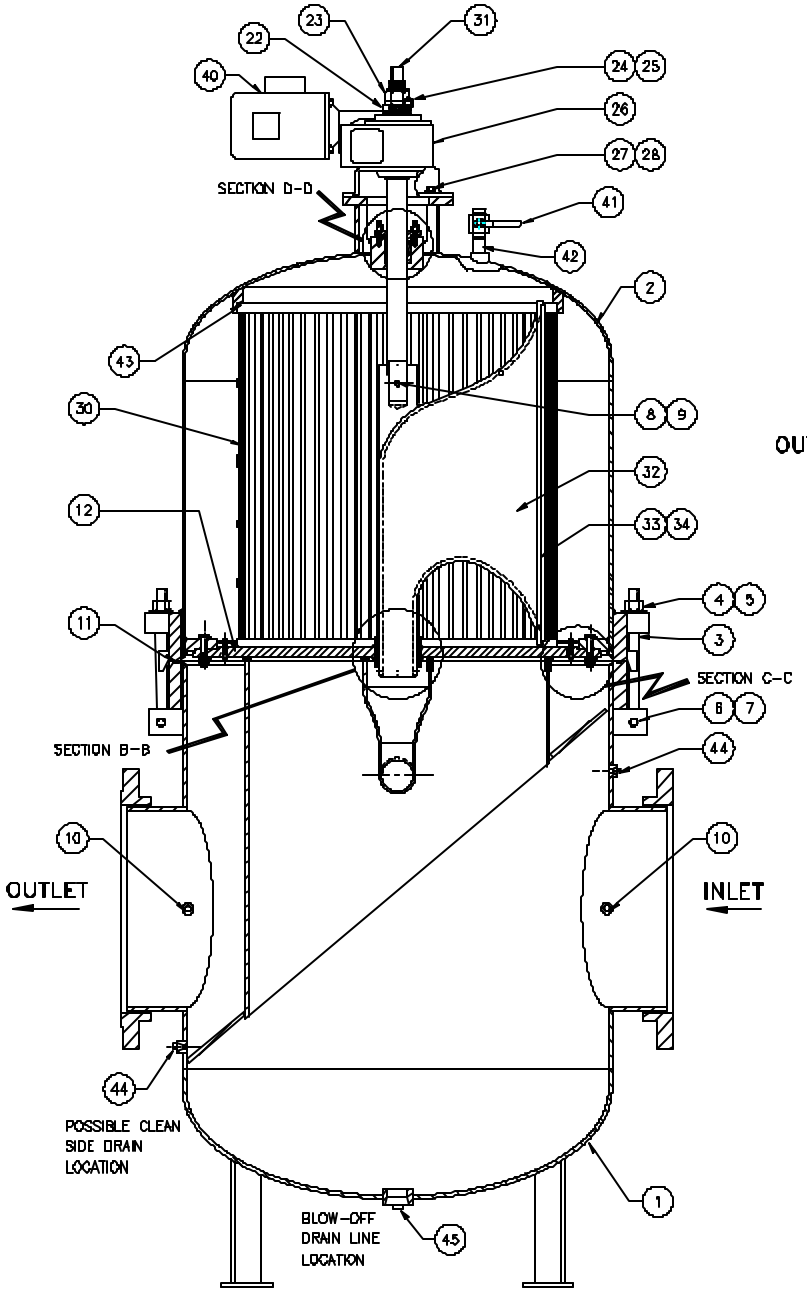
10. The unit is now ready for operation.

11. Refer to “Start-Up” procedures on page 5.

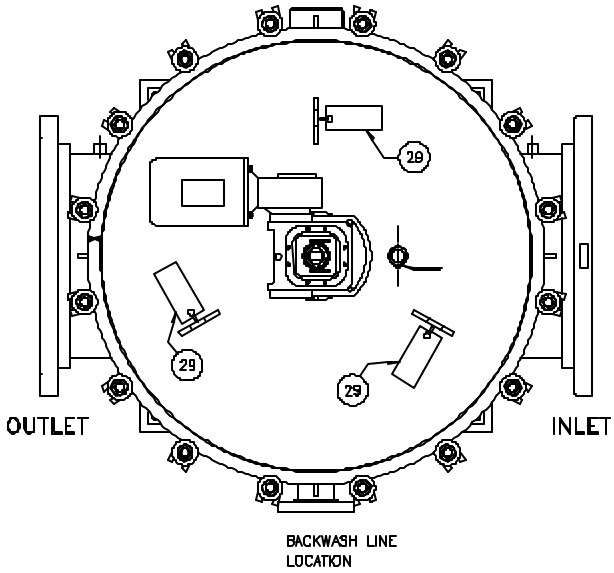
**These sections are to be deleted from IOM 2596:**

**Pilot Bushing & Housing Replacement (p. 10), Figure 5 (p. 11), Figure 6 (p. 12) and Page 13**

**(Items Below Replace Corresponding Items in Model 2596 IO&M)**




CROSS SECTIONAL VIEW
FIGURE 1 SUPPLEMENT



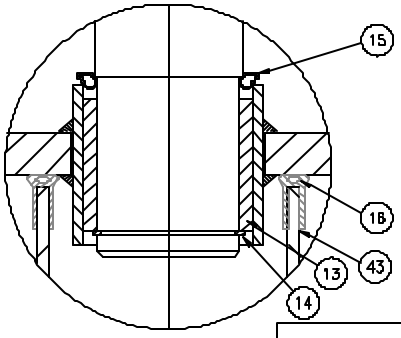
# Eaton Filtration, LLC

44 Apple Street, Tinton Falls, NJ 07724
Phone: 732-212-4700 Fax: 952-906-3706
E-Mail: filtration@eaton.com
Web: www.eaton.com/filtration


**IO&M Supplement**

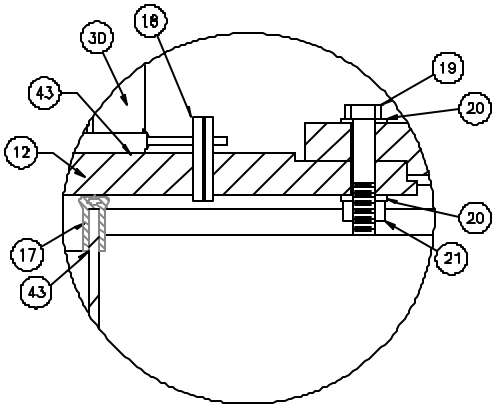
**Model 2596**
**Automatic Strainer**

**(Items Below Replace Corresponding Items in Model 2596 IO&M)**

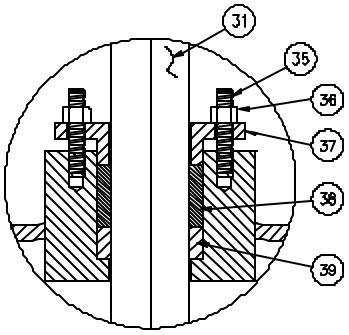



SECTION B–B

Item 14 –
18”-24” sizes only




SECTION C–C




SECTION D–D

| LIST OF MATERIALS | | |
|---|---|---|
| ITEM | QTY. | NAME |
| 1 | 1 | BODY |
| 2 | 1 | COVER |
| 3 | 16 | EYE BOLT |
| 4 | 16 | HEX NUT |
| 5 | 16 | WASHER |
| 6 | 16 | EYE BOLT PIN |
| 7 | 32 | RETAINING RING |
| 8 | 2 | NUT FOR B/W PIN |
| 9 | 1 | PIN B/W ARM |
| 10 | 2 | PROTECTOR CAP |
| 11 | 1 | O-RING (GIRTH FLANGE) |
| 12 | 1 | SUPPORT RING |
| 13 | 1 | B/W ARM BUSHING |
| 14 | 1 | RING |
| 15 | 1 | GROMMET |
| 16 | 1 | EXTRUSION, SMALL RING |
| 17 | 1 | EXTRUSION, LARGE RING |
| 18 | 4 | ROLL PIN |
| 19 | 4 | HEX HEAD CAP SCREW |
| 20 | 8 | WASHER |
| 21 | 4 | LOCKNUT |
| 22 | 1 | SPACER |
| 23 | 1 | NUT W/NYLOK INSERT |
| 24 | 1 | DRIVE PIN |
| 25 | 2 | COTTER PIN |
| 26 | 1 | GEAR REDUCER |
| 27 | 4 | HEX HEAD CAP SCREW |
| 28 | 4 | LOCK WASHER |
| 29 | 3 | NO LIFT TAG |
| 30 | 1 | ELEMENT |
| 31 | 1 | BACKWASH SHAFT |
| 32 | 1 | BACKWASH ARM |
| 33 | 1 | B/W ARM ORIFICE PLATE |
| 34 | 16 | SCREW |
| 35 | 4 | STUD, CONTINUOS THREAD |
| 36 | 4 | NUT HEX JAM |
| 37 | 1 | PACKING GLAND |
| 38 | 1 | PACKING SET |
| 39 | 1 | BUSHING |
| 40 | 1 | MOTOR |
| 41 | 1 | BALL VALVE |
| 42 | 1 | NIPPLE |
| 43 | A/R | MARINE SEALANT |
| 44 | 2 | PIPE PLUG – 1/2" NPT |
| 45 | 1 | PIPE PLUG – 2" NPT |

| RECOMMENDED SPARE PARTS | | |
|---|---|---|
| ITEM | QTY. | NAME |
| 9 | 2 | PIN B/W ARM |
| 11 | 1 | O-RING (GIRTH FLANGE) |
| 13 | 1 | B/W ARM BUSHING |
| 30 | 1 | ELEMENT |
| 38 | 1 | PACKING SET |
| 39 | 1 | BUSHING |
| 43 | 1 | MARINE SEALANT |

WHEN ORDERIING SPARE PARTS, BE SURE TO SPECIFY ALL NAMEPLATE DATA AS WELL AS DESCRPITION AND QUANTITY OF PARTS.

THIS UNIT HAS BEEN HYDROSTATICALLY TESTED PRIOR TO SHIPMENT FROM OUR PLANT IN ELIZABETH, NEW JERSEY.

HAYWARD INDUSTRIAL PRODUCTS, INC. CANNOT BE RESPONSIBLE FOR DAMAGES TO SEALS, SEALING SURFACES, ETC., DUE TO SUBSEQUENT HANDLING AND/OR COVER REMOVAL AND REPLACEMENT.

# Eaton Filtration, LLC

44 Apple Street, Tinton Falls, NJ 07724
Phone: 732-212-4700 Fax: 952-906-3706
e-mail: filtration@eaton.com
Web: www.eaton.com/filtration


**Installation, Operation & Service Manual**

## Model 2596 Self-Cleaning Strainer 2" to 8"

**Read all instructions before installation or operation of equipment. Failure to comply with these instructions could result in bodily injury or property damage.**



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### Introduction

A self-cleaning strainer is a device installed in a pipeline to remove dirt and other unwanted debris from fluids. Straining is accomplished by directing the fluid through "sized" openings in perforated straining elements. Self-cleaning strainers have integral backwash systems designed to isolate and clean a small portion of the element while the remaining area continues to strain normally. During operation, fluid flow through the strainer is continuous. A small quantity of "clean" fluid is used to wash the element and then carry the concentrated debris away from the strainer through the backwash system.

## Introduction, Continued

Self-cleaning strainers are installed where continuous removal of debris from the process fluid is required and where fluid flow cannot be interrupted for cleaning the straining elements. These strainers are used where manual cleaning is not convenient or practicable for reasons such as: the need for frequent cleaning, possibility of strainer not being cleaned when required due to remote location, variable loading rate, etc. Trapped debris is retained inside straining element cavities. These accumulated solids are then backwashed through the hollow backwash arm shaft to a waste line. Self-cleaning strainers are rated to withstand the pressure of the piping system design.

## Receiving, Handling and Inspection

Prior to shipment, strainers have all external machined surfaces coated to protect against rust. All openings are covered and the motor-reducer unit is wrapped with plastic.

Inspect strainer after unpacking for damage incurred during transit. Report any damage to carrier immediately. If strainer is not to be installed immediately, refer to storage instructions.

Remove preservative with solvent wetted cloths. Exercise care when using solvent.

Check to be sure the rated pressure and temperature on the strainer nameplate is not less than the maximum pressure and temperature of the system. The rated pressure shown on the nameplate is the maximum working pressure - including shock - at which the strainer may be operated.

Check to be sure the available electrical power matches the voltage, phase, and cycle requirements of the strainer motor.

Remove flange and thread protectors. Check for and remove any foreign or loose materials such as blocking, desiccant bags, etc. that could be carried downstream when fluid is introduced into the strainer.

## Storage

Store strainers indoors in a clean, dry environment whenever possible.

Replace all protective wrappings, flange protectors, plugs, etc. which may have been removed during receiving inspection.

Outdoor storage, when unavoidable, requires special treatment described below:

Place a bag of silica gel or similar desiccant in each pipe connection to absorb moisture

Attach to inside of flange protectors and put reminder labels on outside.)

Reapply rust preventative to any machined surface that became exposed due to handling or receiving inspection.

Make sure all openings are covered. Seal flange protectors with waterproof tape.

Wrap motor-reducer unit with plastic and secure with tape. Permit air circulation or provide adequate desiccant for moisture control.

Protect the entire strainer with heavy polyethylene wrap and seal with waterproof tape.

**CAUTION: Before strainers are put into operation after storage be sure to remove all desiccants, protective bags, caps, plugs, etc. Inspect gasketing and shaft seals for possible deterioration and replace as required.**

**Inspect oil level in reducer and check lubricant for accumulated condensation.**

## Installation

Position the strainer in the line so that the fluid enters the connection marked inlet.

**CAUTION: Lift strainer with slings under the inlet line nozzles and through the reducer mount. Connect all 3 points above strainer for stability.**

Be sure sufficient headroom is provided for easy removal of the internal parts.

Support the strainer in the line as follows:

These strainers are provided with footpads or slotted openings to accommodate the use of anchor bolts. Put the strainer in place on concrete or foot mounts. DO NOT support the strainer or the piping coming to and from the strainer by the strainer flanges or flange bolting.

**Do not support** the strainer, or the piping coming to and from the strainer by the strainer flanges and flange bolting.

Connect the strainer to the line. Use the same type flange faces. For example: **Do not** bolt raised face flanges to iron flat face flanges. Iron flanges must be flat with full face gaskets.

> Strainers are subject to face-to-face variations due to shrinkage, machining and fabrication tolerances. Prefabricated piping systems must allow adjustment at the strainer connections.

Be sure flange gaskets are in place and fasteners are tightened to correct torque values.

Attach a drain line to the bottom NPT drain connection. Install a ball, gate, or plug valve in this line. Keep this valve closed except when necessary to drain the strainer.

Attach the backwash line to the bottom NPT backwash connection. A vigorous backwash flow is necessary for proper operation of the strainer. It is important to prevent pressure loss by having a short, free-flowing backwash line with a minimum of bends, elbows or vertical runs.

Install a backwash valve in the backwash line. The valve may be manually or automatically operated. This backwash valve is to be used only for full-on/full-off control.

For all applications, a manually operated pinch valve (supplied by others) to throttle backwash flow may be installed downstream of the backwash valve. See 'Suggested Backwash Line Installation', Figure 3.

Prior to start up, inspect the inlet waterway for wooden chocks that may have been provided to restrain the backwash arm during shipping. Remove wooden chocks if provided.

Prior to start up, rotate the backwash arm manually to assure freedom of movement. To operate manually, the drive pin must be removed from the top of the shaft.

See "MANUAL OPERATION OF THE EXTERNAL BACKWASH SYSTEM". Use an adjustable wrench on the flats provided on the shaft to allow at least one complete revolution to assure freedom of movement.

**CAUTION: Be sure power source matches motor requirements. Damage may occur if improperly connected. Motor starter should incorporate a thermal overload device to protect the motor. Interlock strainer motor with process fluid service pump where feasible. Install a fusible disconnect or circuit breaker on the incoming power service.**

## Start-Up

Check the reducer for lubricant. Reducers are shipped filled with oil. Before operating, the breather plug must be installed in the top of the reducer (should be placed in the uppermost side). See "Maintenance Reducer" section.

Open reducer vent that has been plugged to prevent lubricant loss during shipment.

Energize strainer motor and/or controls.

Open vent on strainer cover.

**Slowly** fill the strainer with fluid. Close strainer vent when fluid begins to overflow the vent.

**CAUTION:**
**The strainer must be filled with the working fluid for operation to lubricate all bushings. Do not operate strainer dry.**

NOTE: Good operating practice dictates that the operator observe the strainer carefully for several weeks to determine the best operating mode, that is, continuous or intermittent backwash. Refer to "Self-Cleaning Strainer Control Panel Instructions" provided with such equipment.

## Operation

Operate the strainer in the continuous mode only, unless controls for intermittent operation have been provided and energized.

Normally the vent and drain valve are left in the closed position. Approximately once each week, open the drain valve for two to three minutes to remove any settled debris on the strainer bottom. Note amount of debris discharged. Frequency of this operation is dependent upon the type and amount of trapped solids in the liquid.

Take daily readings of the pressure drop across the strainer to ensure proper operation.

**CAUTION: Total pressure drop in excess of 10 psig is a warning signal requiring investigation and corrective action. Permanent damage may result if operated in excess of 15 psig.**

## Start-Up...Continued

If the differential pressure exceeds 10 psid:

Check strainer to verify rotation of the backwash arm. If the shaft (visible at top of strainer) is rotating then arm is rotating (refer to Trouble Shooting Section).

Check backwash line for restrictions. Valves in this line should be opened fully, except for high pressure or mesh screen applications in which case the backwash control and/or throttling valve should be adjusted to a flow rate which produces thorough cleaning.

Position drain valve fully open for 2 to 3 minutes to clear strainer of accumulated debris.

Increase the duration of the backwash cycle by adjusting the timer in the control panel.

Should the pressure drop still remain above normal with the backwash operating, close the outlet valve and open the backwash valve fully for several minutes. If the pressure drop is not normal upon resuming flow through the unit, the strainer should be shutdown and internally examined.

## Normal Shut-Down

Backwash the strainer for at least six minutes to clean the strainer element.

Close the inlet/outlet flow valves. Then slowly open the bottom drain valve and the vent on the strainer cover.

De-energize strainer motor and/or controls.

Follow standard maintenance procedures contained herein. Do not allow the straining elements to dry while full of debris.

## Emergency Shut-Down

To quickly shut-down the system, close the inlet and outlet flow valves.

Fully open all vents and drains. **Proceed with caution as the strainer may be under full pressure.**

De-energize strainer motor and/or controls.

Follow standard maintenance procedures as soon as possible.

## Maintenance—Internals

At scheduled intervals, the strainer cover should be removed for internal inspection (refer to "Normal Shut-Down" procedures).

Follow "Removal of Cover and Operating Mechanism Assembly" procedures.

Inspect assembly for damage or wear due to normal operation.

Examine straining element and check for mechanical damage or blinding. Refer to Disassembly and Replacement Parts Procedures.

Clean straining element thoroughly. Cleaning may be accomplished by scrubbing the straining element with a bristle brush or spraying with a high pressure hose. If necessary the straining element may be steam cleaned.

## Maintenance—Reducer

The oil in a new reducer should be drained at the end of two weeks or 100 hours of operation, whichever comes first, and the case thoroughly flushed with a light flushing oil. The original oil can be used for refilling if it has been filtered; otherwise new oil must be used.

After the initial maintenance in Item 1 above, it is recommended to change the reducer oil every 2500 hours of operation or every six months (whichever comes first) for units operating under normal conditions. If the unit is operating in extremely dirty or high temperature environments, the oil should be changed more often.

The unit should be filled when not running to the center of the oil sight gauge or the oil level plug with Mobil 600W cylinder oil or equivalent AGMA 7 or 7EP lubricant when the ambient temperature does not exceed 90oF.

For units operating in ambient temperatures normally between 80oF – 125oF, Mobil 600W super cylinder oil or equivalent AGMA 8 or 8EP lubricant is recommended. Please refer to gear reducer manufacturer's instruction operation manual.

## Manual Operation of the Backwash Arm

.The Strainer is furnished with a drive pin that when removed allows manual operation.

De-energize the power supply to the strainer motor.

Remove the drive pin.

The drive shaft is now disconnected from the reducer and may be rotated manually.

Manually open the backwash control valve (manual cleaning only).

Place a wrench on the flats at the top of the backwash arm/shaft. Rotate the shaft at 1-1/2 turns per minute and long enough to get the required low pressure drop. Direction of rotation is clockwise.

**CAUTION: Do not use excessive force on the backwash arm. Disconnecting the shaft from the reducer also disconnects the shaft from the protection of the motor overloads. If excessive resistance is met, the cover must be removed and the source of blockage cleared away.**

To return the strainer to normal operation, first close the backwash control valve.

Replace the drive pin.

Energize the power supply to the strainer drive motor.

The strainer is now ready for operation.

## Disassembly and Parts Replacement Procedures

The strainer cover assembly may be removed and disassembled without removing the body from the process piping. This permits examination or replacement of any internal part.. Refer to this manual and the included assembly drawings for the location of parts.

**CAUTION: Do not perform any maintenance on this strainer until normal shut down procedures have been performed**

## Removal of Cover and Operating Mechanism Assembly

Complete "NORMAL SHUT-DOWN" procedure.

Disconnect power source and remove fuses in the control panel.

## Removal of Cover and Operating Mechanism Assembly...Continued

Disconnect electrical connections to the motor.

Match mark the body girth flange with the cover girth flange.

Loosen and remove all studs and nuts from the cover assembly.

Using slings under the gear reducer that attach above the whole strainer cover assembly, gently lift the cover assembly straight up.

Place the cover assembly on an elevated SECURE surface with wooden blocks that has enough room the loosen the bolts securing the bottom Cenpeller plate to the cover.

Loosen and remove the four bolts securing the bottom Cenpeller plate to the cover.

Carefully lift the cover assembly straight up until it clears the top of the straining element. This will leave the backwash arm/shaft attached to the cover assembly.

Place the cover assembly on a SECURE surface. Take precautions to prevent tipping over and or falling of the cover assembly.

The straining element with Cenpeller support will be left on the secure surface. This will allow removal of the straining element. The straining element may now be inspected and replaced as necessary. Note: the top element o-ring is now available for inspection.

To remove the backwash arm/shaft, position the cover assembly in an upright position. Make sure that there is ample support under the backwash arm/shaft.

Make note of the relative position of the shaft and the reducer top. Remove the drive pin from the top of the backwash arm/shaft.

Using slings under the gear reducer that attach above the whole strainer cover assembly, gently lift the cover assembly straight up. This allows the backwash arm/shaft to slide out of the gear reducer and the top seal. Note: You must be positioned to support the backwash arm/shaft as it will be unsupported as it clears the reducer and seal.

Other components to be inspected at this time include the lower bushing, inner and outer internal seals in the body and body O-ring. To reassemble, reverse the above steps as applicable.

## Body O-Ring, Inner and Outer Internal Seals Replacement

First, complete “Normal Shut Down” procedure.

Disconnect power to the strainer motor, and disconnect the motor leads.

See "Removal of Cover Assembly and Straining Element" Instruction Steps 1 through 7.

Inspect body O-Ring, inner and outer internal seals and replace as necessary.

Replace Cover Assembly by reversing steps referred to in “Removal of Cover Assembly and Straining Element” above.

## Lower Bushing Replacement

First, complete “Normal Shut Down” procedure.

Disconnect power to the strainer motor, and disconnect the motor leads.

See "Removal of Cover Assembly and Straining Element" instructions Steps 1 through 11.

Inspect the lower bushing on the backwash arm/shaft for signs of wear. If wear is excessive, remove and replace the bearing.

NOTE: This is a composite material and is force fit on the backwash arm. The nature of this material is to relax and therefore become loose. The bushing should be changed if there is a very loose fit. Excessive or eccentric wear will then occur on the backwash arm. To remove a tight fitting damaged bushing, carefully cut apart and slide off the arm.

To replace the lower bushing, press fit the bushing "inside" diameter over the "bushing" surface of the backwash arm. Approximately 200 pounds of force will be required.

Replace Cover Assembly by reversing the Instruction in “Removal of Cover Assembly, Straining Element & Backwash Arm/Shaft”.

## Upper Shaft Seal Removal

First, complete “Normal Shut Down” procedure.

Disconnect power to the strainer motor and disconnect the motor leads.

Disconnect power and remove fuses in the control panel.

Disconnect electrical connections to the motor.

## Upper Shaft Seal Removal.. Continued

Make note of the relative position of the backwash arm/shaft and the reducer top. Remove the drive pin from the top of the backwash arm/shaft.

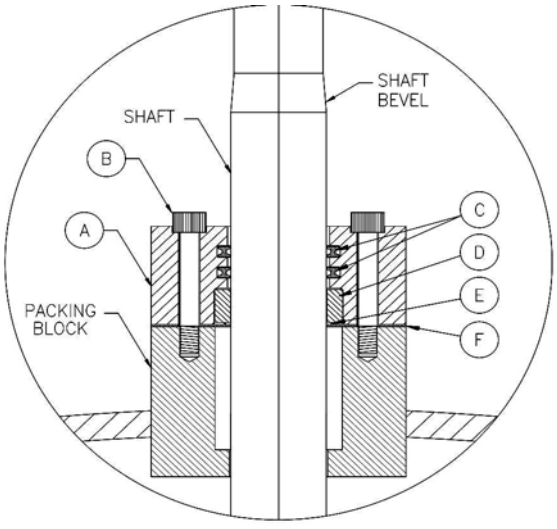
Remove the four (4) bolts holding the speed reducer and motor to the cover assembly.

Carefully lift the reducer and motor straight up until it clears the top of the backwash arm/ shaft.

Remove Screws (B) from the Housing (A) & slide Housing (A) over the backwash arm/shaft. See Figure 1

The Upper Bushing (D) and the two (2) Quad-Rings (C) can be inspected and replaced as needed. See Figure 1.

***Figure 1***




FINAL INSTALLATION OF SHAFT SEAL KIT

NOT TO SCALE

## Upper Shaft Seal Replacement

Refer to Figure 1.

Slide Gland Gasket (F) down the backwash arm/shaft to the Packing Block (machined area around the top central hole of the cover).

Slide O-Ring (E) down the backwash arm/shaft to the Gland Gasket (F).

Slide Upper Bushing (D) over the backwash arm/shaft to the Upper O-Ring (E).

Lubricate the two (2) Quad-Rings (C) with a light film of Process Compatible Lubricant and insert each into the Housing (A).

## Upper Shaft Seal Replacement..Continued

Slide Housing (A) over the backwash arm/shaft, until the Housing (A) rests on the Packing Block and over the Upper Bushing (D).

Align holes in Housing (A) and Gland Gasket (F) to the Packing Block.

Insert the Screws (B) into Housing (A) going through the Gland Gasket (F) and into Packing Block and screw until tight.

Replace the gear reducer and motor using Instruction Steps 8 through 13 in “ SPEED REDUCER REPLACEMENT”.

## Motor Replacement

First, complete “Normal Shut Down” procedure.

Disconnect power source and remove fuses in the control panel and motor leads.

Remove bolts holding the motor to the reducer and the key from the motor output shaft.

**CAUTION: Do not Allow the Motor to Drop Or For It To Rest On The Shaft.**

Install the key on the new motor output shaft. Install the new motor on the reducer and secure with motor mounting cap screws.

Reconnect the power leads to the motor.

Replace fuses and reconnect power source.

## Speed Reducer Replacement

First, complete “Normal Shut Down” procedure.

Disconnect power and remove fuses in the control panel.

Disconnect electrical connections to the motor.

Remove bolts holding the motor to the reducer and place the motor on a secure surface.

Remove the key from the motor output shaft.

**CAUTION: Do not Allow the Motor to Drop Or For It To Rest On The Shaft.**

## Speed Reducer Replacement..Continued

Make note of the relative position of the shaft and the reducer top. Remove the drive pin from the top of the backwash arm/shaft.

Remove the four (4) bolts holding the speed reducer to the cover assembly.

Carefully lift the reducer straight up until it clears the top of the drive shaft.

Position the new reducer in relative position as in Step 5 above. Secure with bolts.

Install the drive pin.

Install the motor key on the motor output shaft. Install the motor on the reducer and secure with motor mounting cap screws.

Check lubricant levels in the reducer and check the vent.

Reconnect the power leads to the motor.

Replace fuses and reconnect power source.

## Trouble Shooting

**High Differential Pressure due to high solids loading in process fluid:**

Increase length of backwash cycle or backwash continuously.

**Backwash Arm not rotating, Motor overloads tripped:**

Obstruction between straining element and back-wash arm.

Misalignment of backwash arm.

Bearing failure.

**High Differential Pressure due to piping:**

Shorten backwash piping by eliminating elbows, vertical pipe runs and restrictions due to valves, fittings, etc. By removing pipe friction loses, system pressure losses are reduced.

## Trouble Shooting, Continued

**Backwash Arm not rotating, Motor and/or reducer failure:**

Incorrect voltage applied to strainer motor.

Overload heaters in motor starter improperly sized.

Lubricant level in reducer too low, reducer vent plugged, or no lubricant.

**Control Problems:**

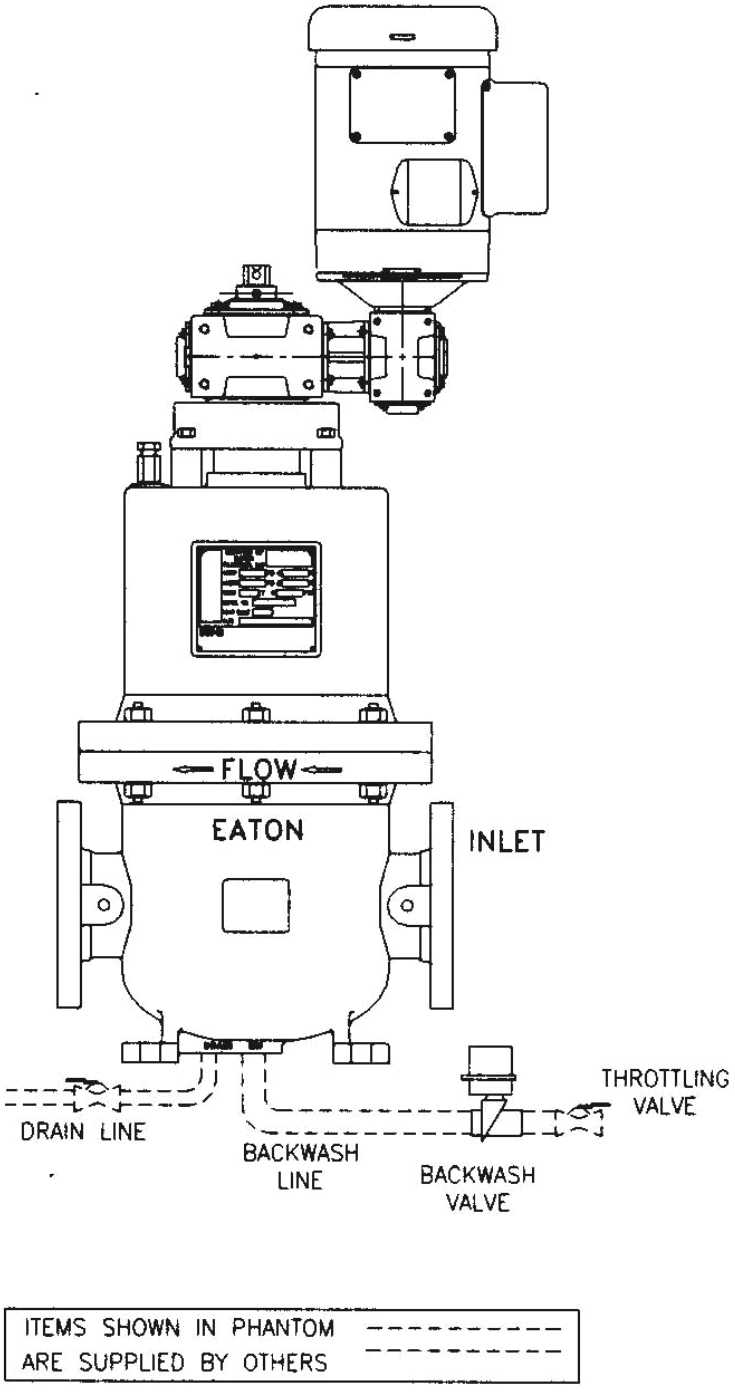
Blown fuses.
Incorrect voltage applied to control panel and/or valves, switches, etc.

Incorrect wiring between control panel and valves, switches, alarms, etc.

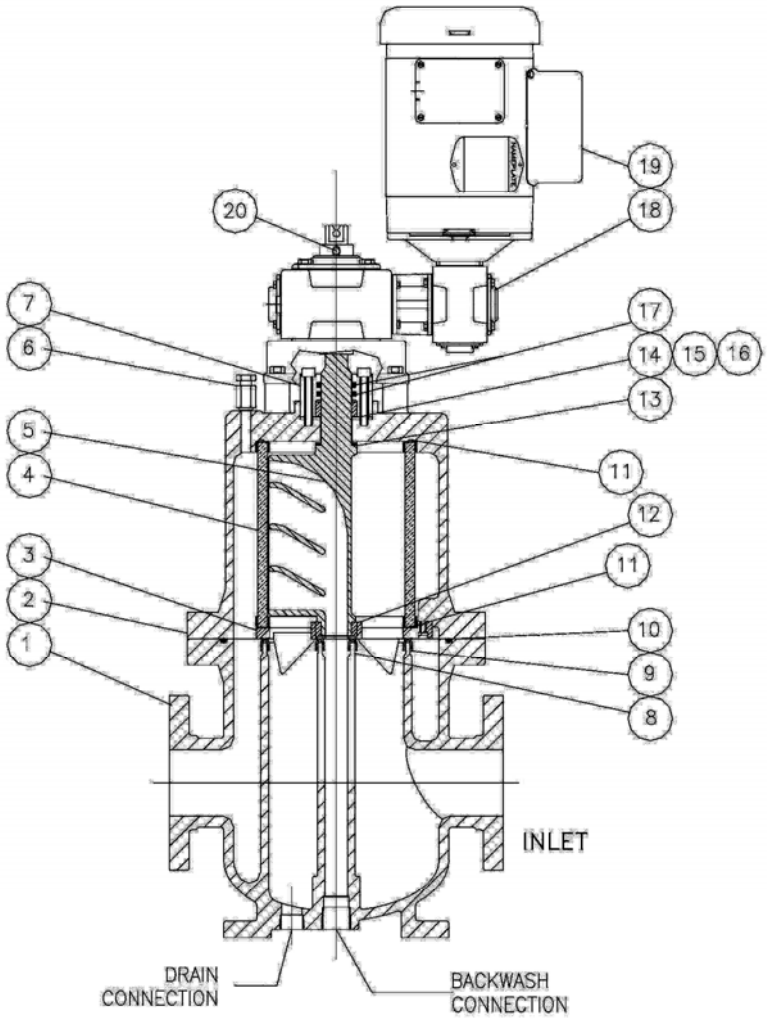
Differential pressure switch improperly adjusted.

Insufficient air pressure applied to pneumatically operated backwash valves

**Suggested Backwash Line Installation**
**Figure 2**



## Typical Assembly Drawing—Figure 3




SECTIONAL VIEW

| NO. | PART NAME |
|---|---|
| 1 | STRAINER BODY |
| 2 | STRAINER COVER |
| 3 | CENPELLER SUPPORT |
| 4 | STRAINING ELEMENT |
| 5 | BACKWASH ARM/SHAFT |
| 6 | VENT |
| 7 | idL™ HOUSING |
| 8 | INNER INTERNAL SEAL |
| 9 | OUTER INTERNAL SEAL |
| 10 | BODY O-RING |
| 11 | ELEMENT O-RING |
| 12 | LOWER BUSHING |
| 13 | SHAFT WASHER |
| 14 | GLAND GASKET |
| 15 | UPPER O-RING |
| 16 | UPPER BUSHING |
| 17 | SHAFT SEAL RINGS |
| 18 | GEAR REDUCER |
| 19 | MOTOR |
| 20 | DRIVE PIN |

## Recommended Spare Parts

| Part Description | Quantity |
|---|---|
| Strainer Element | 1 |
| Element O-Ring | 2 |
| Backwash Arm/Shaft Drive Pin | 1 |
| idL Seal Kit | 1 (Contains 2 quad rings, upper bushing with o-ring & gland gasket) |
| Internal Seal Kit | 1 (Contains inner and outer internal seals) |

When ordering parts specify the strainer size and model number, the strainer serial number and Eaton part number, the description of the part and the part number if known and the quantity required.

# More From **Eaton Filtration**

## Pipeline Strainers

Eaton provides the most complete range of standard cast pipeline strainers for coarse filtration available from any manufacturer. These include Simplex, Duplex and Y Type Strainers, in Iron, Bronze, Carbon and Stainless Steel. For ultra-pure applications, strainers of all plastic construction are available. Cast Pipeline Strainers range in size from 1/2" to 36" and larger.

When a cast strainer won't meet the applications requirements because of size, weight or design Eaton offers standard fabricated strainers to meet exact customer requirements. without any trade-offs. When a standard design fabricated strainer will not meet an application's requirements Eaton's design team can work with customers to create a unique one that will.

Eaton also offers Automatic Self-Cleaning strainers. These are motorized strainers designed for the continuous removal of entrained solids from liquids in pipeline systems. The strainer operates un-attended and the system flow never has to be shut down for strainer element cleaning. These strainers are available in both cast and fabricated types.

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**www.Filtration.Eaton.com**

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Find out more on the web at:
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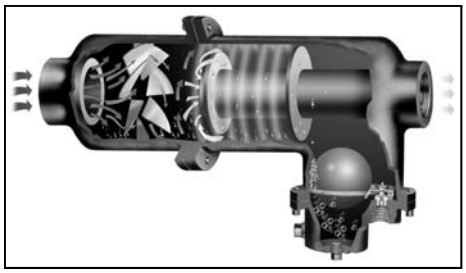
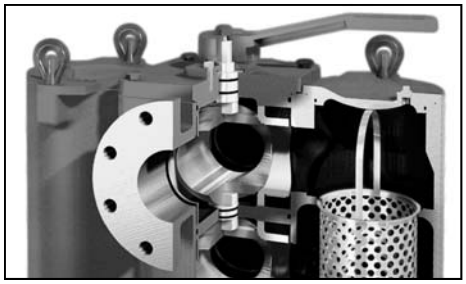
Find out more on the web at:
**www.Filtration.Eaton.com**







Eaton Filtration warranties its products against defective material and workmanship only. Eaton assumes no responsibility for damage or injury resulting from improper installation, abuse, or misapplication of any product. Eaton assumes no responsibility for damage or injury resulting from chemical incompatibility between its products and the process fluids to which they are subjected. The end user should always test to determine application suitability. Contact your Eaton Representative for complete warranty information.


## Eaton Filtration, LLC

44 Apple Street, Tinton Falls, NJ 07724 Tel: 732-212-4700 Fax: 952-906-3706
E-Mail: filtration@eaton.com Web: www.eaton.com/filtration

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May 1, 2023
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP Insurance Claim
RE: **B.3** DWP 2 Pump Replacement Rev.1

Allied Mechanical Services, Inc. is pleased to provide the following proposal.

- Purchase and install (1) FLYGT NT 3153 LT 3-414 pump. See attached data.
- Demo existing concrete pump pad and pipe support.
- Install new 304 SS pump support. See attached iso.
- Install new 304 SS pipe support. See attached iso.
- Modify piping to accommodate the new pump.
- Disconnect electrical power from existing and wire in new pump back to MCC.
- Paint reworked piping per CWSRF project specifications.
- Material AIS compliant.
- Davis Bacon compliant.

**Total Cost ……..……..……..$149,493.00**

The following Items are not included in this proposal:

- Draining or cleaning the system in preparation for scope of work.
- Valves or Check valves. Replacement option covered in separate proposal.
- New concrete pump pad due to pump suction 90 configuration.
- Instrumentation or controls.
- Premium Time.

**Pricing is firm for 15 days.**

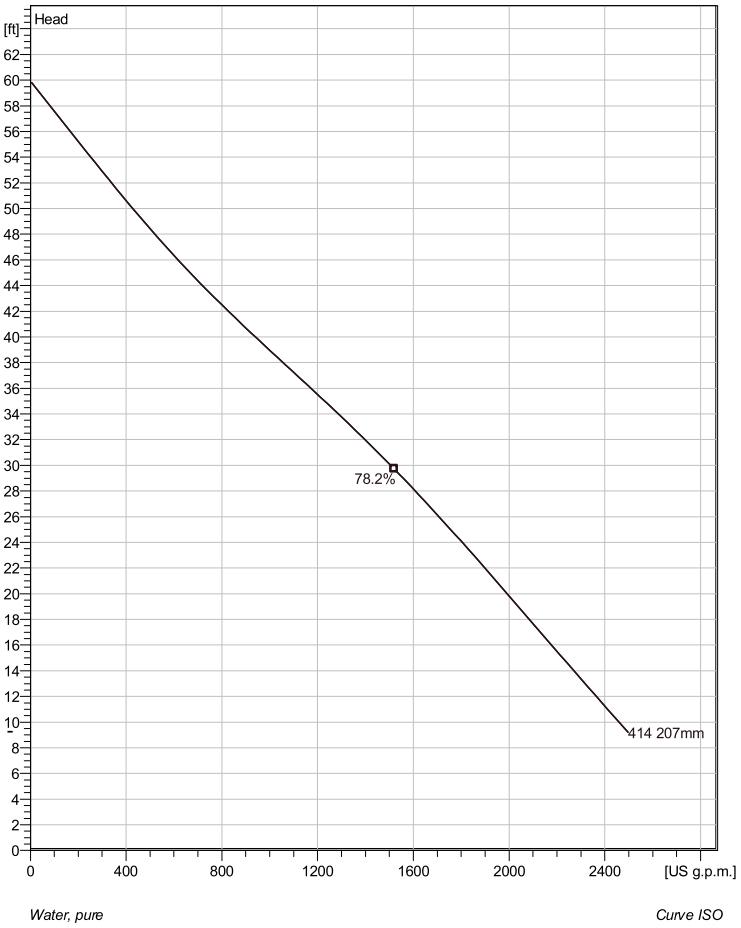
Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

# NT 3153 LT 3~ 414

## Technical specification







*Note: Picture might not correspond to the current configuration.*

### General

Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Possible to be upgraded with Guide-pin® for even better clogging resistance. Modular based design with high adaptation grade.

### Impeller

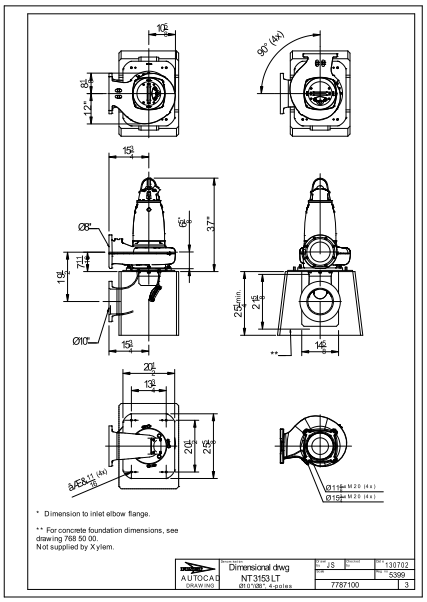
| | |
|---|---|
| Impeller material | Hard-Iron ™ |
| Discharge Flange Diameter | 7 7/8 inch |
| Suction Flange Diameter | 7 7/8 inch |
| Impeller diameter | 207 mm |
| Number of blades | 2 |

### Motor

| | |
|---|---|
| Motor # | N3153.185 21-15-4AA-D 15hp Standard |
| Stator variant | 1 |
| Frequency | 60 Hz |
| Rated voltage | 460 V |
| Number of poles | 4 |
| Phases | 3~ |
| Rated power | 15 hp |
| Rated current | 19 A |
| Starting current | 112 A |
| Rated speed | 1755 rpm |
| Power factor | |
| 1/1 Load | 0.84 |
| 3/4 Load | 0.78 |
| 1/2 Load | 0.67 |
| Motor efficiency | |
| 1/1 Load | 87.0 % |
| 3/4 Load | 88.5 % |
| 1/2 Load | 88.0 % |

### Configuration

**Installation: T - Vertical Permanent, Dry**




| Project | Project ID | Created by | Created on | Last update |
|---|---|---|---|---|
| | | | 4/11/2019 | |

# NT 3153 LT 3~ 414

## Performance curve

### Pump

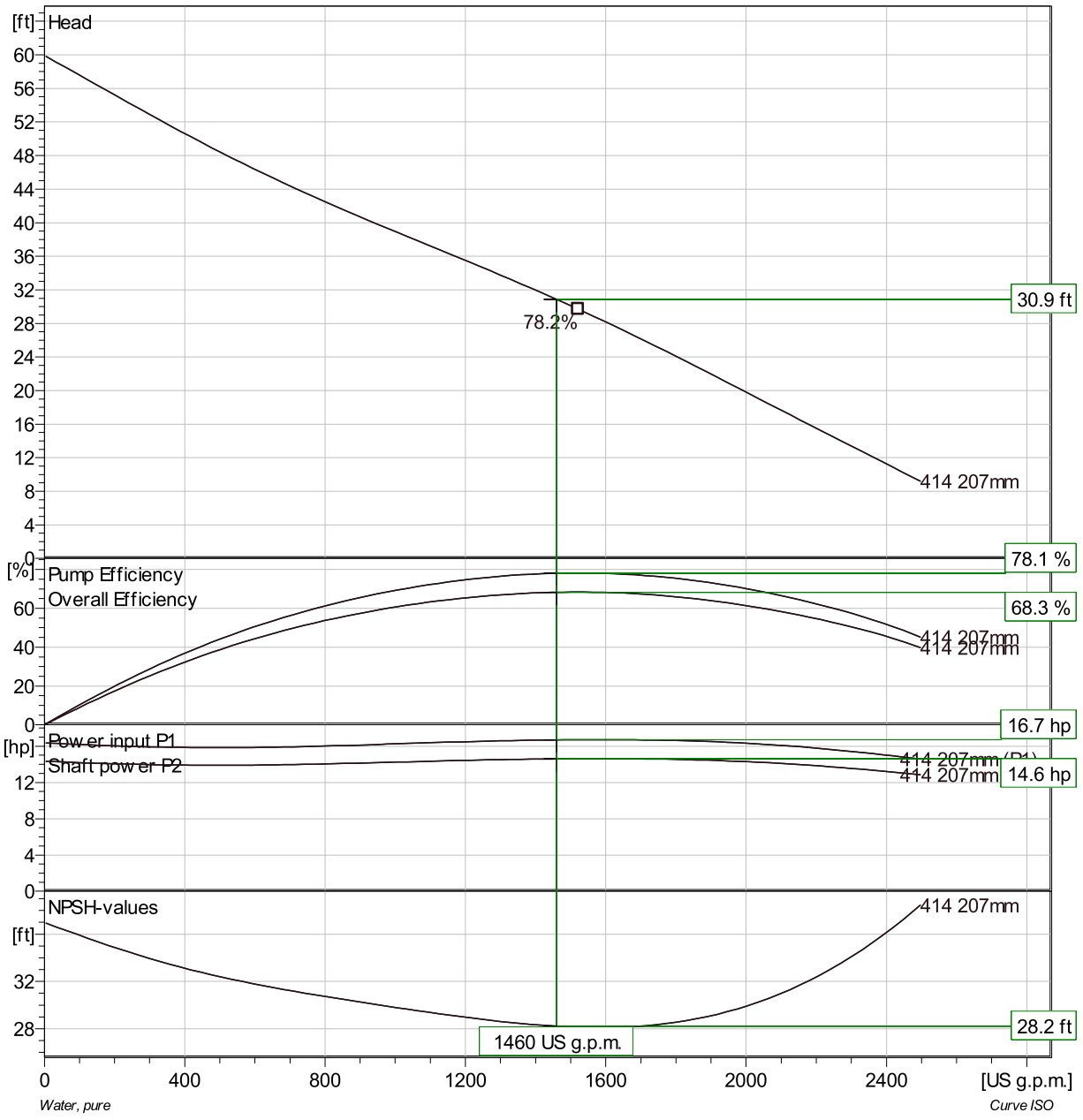
| | |
|---|---|
| Discharge Flange Diameter | 7 7/8 inch |
| Suction Flange Diameter | 200 mm |
| Impeller diameter | 8 1/8" |
| Number of blades | 2 |

### Motor

| | |
|---|---|
| Motor # | N3153.185 21-15-4AA-D 15hp |
| Stator variant | 1 |
| Frequency | 60 Hz |
| Rated voltage | 460 V |
| Number of poles | 4 |
| Phases | 3~ |
| Rated power | 15 hp |
| Rated current | 19 A |
| Starting current | 112 A |
| Rated speed | 1755 rpm |

| Power factor | |
|---|---|
| 1/1 Load | 0.84 |
| 3/4 Load | 0.78 |
| 1/2 Load | 0.67 |

| Motor efficiency | |
|---|---|
| 1/1 Load | 87.0 % |
| 3/4 Load | 88.5 % |
| 1/2 Load | 88.0 % |

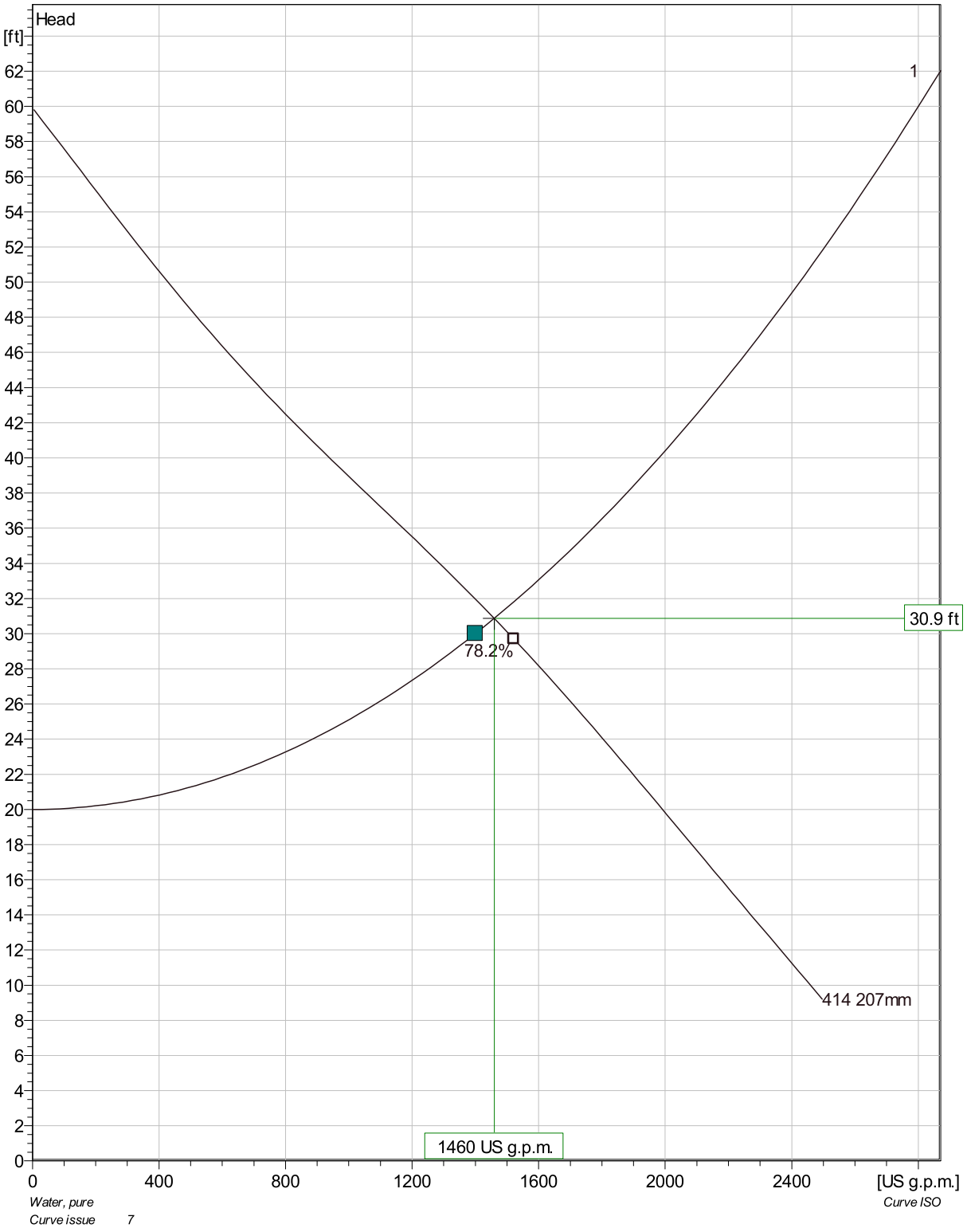



| Duty point | | Guarantee |
|---|---|---|
| Flow | Head | |
| 1400 US g.p.m. | 30 ft | No |

| Project | Project ID | Created by | Created on | Last update |
|---|---|---|---|---|
| | | | 4/11/2019 | |

# NT 3153 LT 3~ 414

## Duty Analysis




| | Individual pump | | | Total | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Pumps running /System | Flow | Head | Shaft power | Flow | Head | Shaft power | Pump eff. | Specific energy | NPSHre |
| 1 | 1460 US g.p.m. | 30.9 ft | 14.6 hp | 1460 US g.p.m. | 30.9 ft | 14.6 hp | 78.1 %25 | 142 kWh/US MG | 28.2 ft |

| Project | Project ID | Created by | Created on | Last update |
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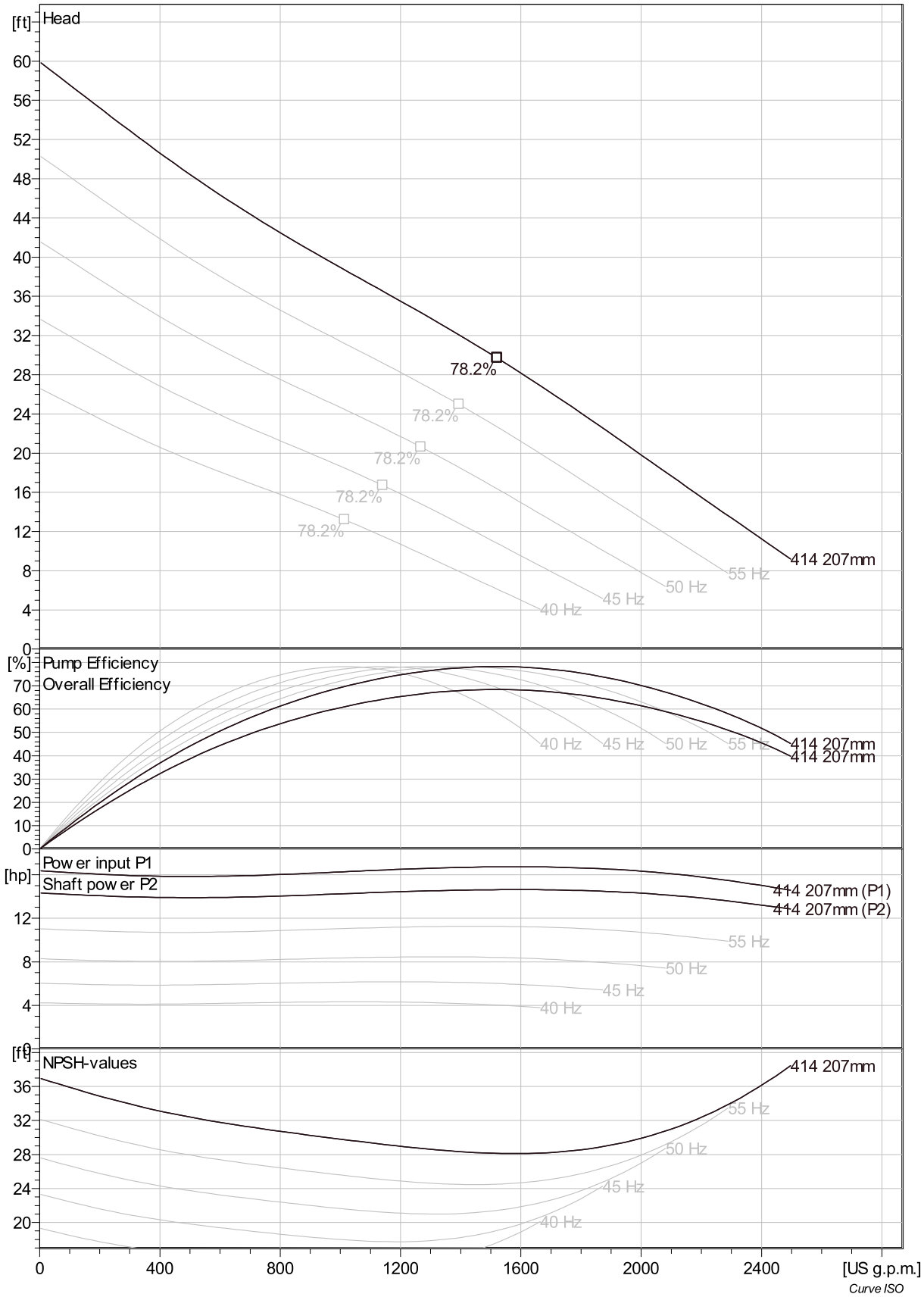
| | | | 4/11/2019 | |

# NT 3153 LT 3~ 414

## VFD Curve

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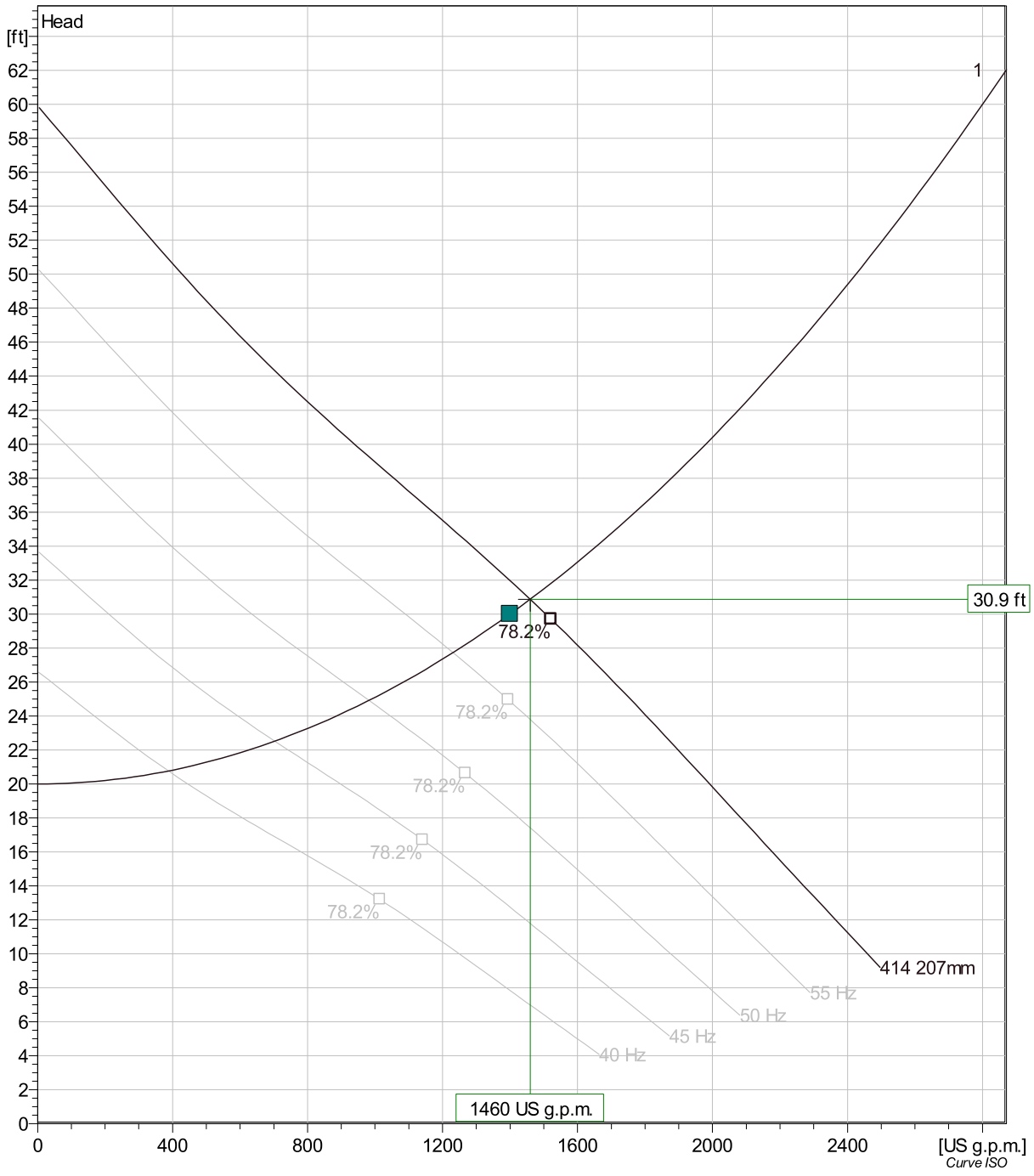
# NT 3153 LT 3~ 414

## VFD Analysis

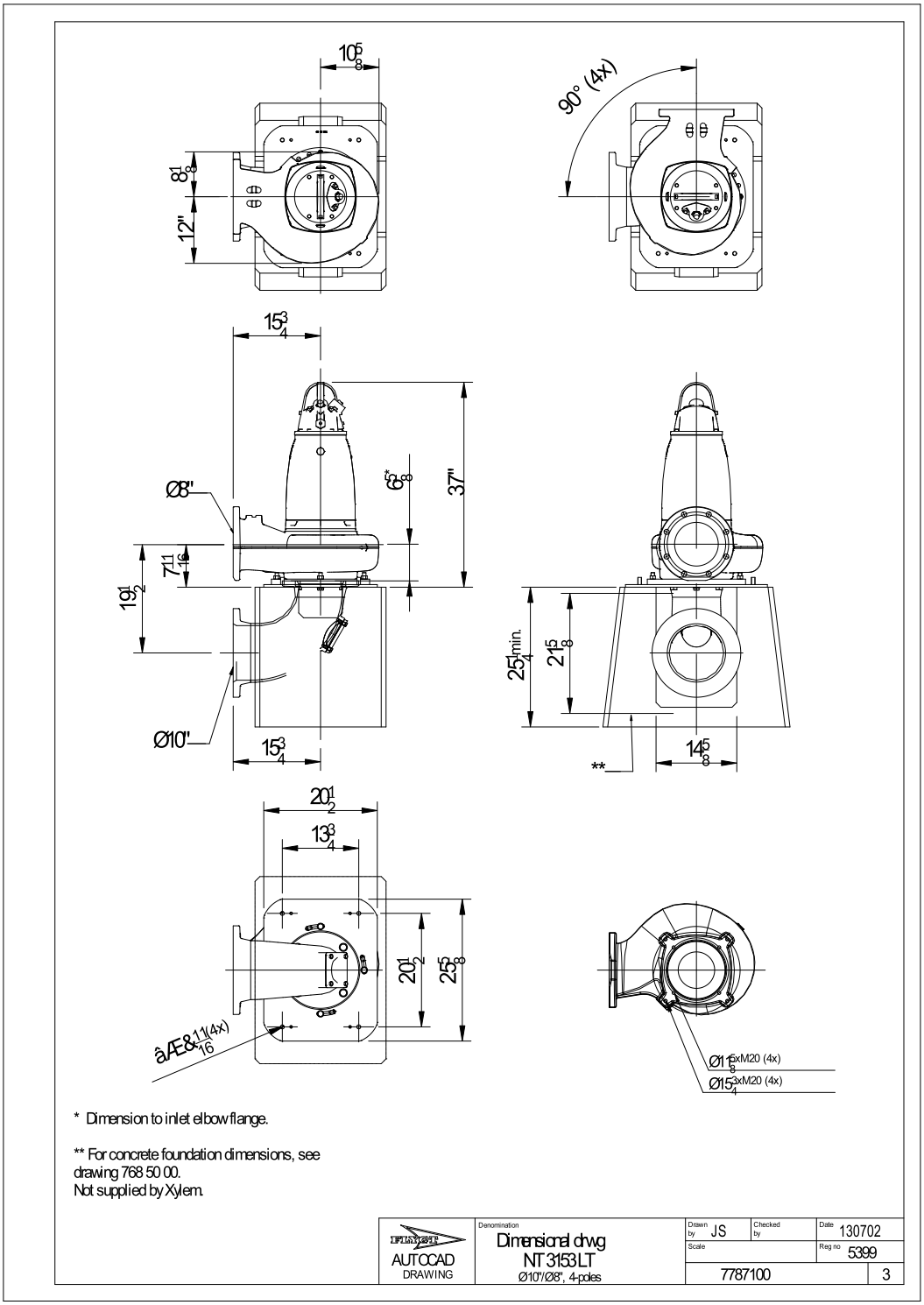



| Pumps running /System | Frequency | Flow | Head | Shaft power | Flow | Head | Shaft power | Hyd eff. | Specific energy | NPSHre |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 60 Hz | 1460 US g.p.m. | 30.9 ft | 14.6 hp | 1460 US g.p.m. | 30.9 ft | 14.6 hp | 78.1 %25 | 142 kWh/US MG | 28.2 ft |
| 1 | 55 Hz | 1230 US g.p.m. | 27.7 ft | 11.2 hp | 1230 US g.p.m. | 27.7 ft | 11.2 hp | 77.1 %25 | 128 kWh/US MG | 24.8 ft |
| 1 | 50 Hz | 982 US g.p.m. | 24.9 ft | 8.34 hp | 982 US g.p.m. | 24.9 ft | 8.34 hp | 74.2 %25 | 119 kWh/US MG | 21.7 ft |
| 1 | 45 Hz | 703 US g.p.m. | 22.5 ft | 5.98 hp | 703 US g.p.m. | 22.5 ft | 5.98 hp | 67 %25 | 121 kWh/US MG | 19 ft |
| 1 | 40 Hz | 388 US g.p.m. | 20.8 ft | 4.12 hp | 388 US g.p.m. | 20.8 ft | 4.12 hp | 49.5 %25 | 156 kWh/US MG | 16.7 ft |

| Project | Project ID | Created by | Created on | Last update |
|---|---|---|---|---|
| | | | 4/11/2019 | |

# NT 3153 LT 3~ 414

## Dimensional drawing




| Project | Project ID | Created by | Created on | Last update |
|---|---|---|---|---|
| | | | 4/11/2019 | |

June 6, 2023
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP Insurance Claim
RE: Item C.1 Final Effluent Sampler Pump

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Purchase and install (1) Rotech 1296LF Series Closed Coupled Pump. See attached data.
- Demo existing pump and additional existing pump frame.
- Install new pump on existing pump pad.
- Install new Sch 80 PVC piping & valves at pump and tie into existing piping.
- Disconnect electrical power from existing and wire back to MCC for the new pump.
- Material AIS compliant.
- Davis Bacon compliant.

**Total Cost ……..……..……..$18,307.00**

The following Items are not included in this proposal:

- Draining or cleaning the system in preparation for scope of work.
- Instrumentation or controls.
- Premium Time.

**Pricing is firm for 15 days.**

Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

# Pump Data Sheet - Rotech Pumps

Company:
Name:
Date: 04/14/2023

## Pump:

| | | | |
|---|---|---|---|
| Size: | 1X1.5-8 LF AA | Dimensions: | |
| Type: | ANSI 1296 LF | Suction: | 1.5 in |
| Synch Speed: | 1800 rpm | Discharge: | 1 in |
| Dia: | 4.625 in | | |
| Curve: | --- | | |

## Fluid:

| | | | |
|---|---|---|---|
| Name: | Water | | |
| SG: | 1 | Vapor Pressure: | 0.256 psi a |
| Density: | 62.4 lb/ft³ | Atm Pressure: | 14.7 psi a |
| Viscosity: | 1.1 cP | | |
| Temperature: | 60 °F | Margin Ratio: | 1 |

## Pump Limits:

| | | | |
|---|---|---|---|
| Temperature: | --- | Sphere Size: | 0.513 in |
| Wkg Pressure: | --- | | |

## Search Criteria:

| | | | |
|---|---|---|---|
| Flow: | 10 US gpm | Near Miss: | --- |
| Head: | 20 ft | Static Head: | 0 ft |

## Motor:

| | | | |
|---|---|---|---|
| Standard: | NEMA | Size: | 0.5 hp |
| Enclosure: | TEFC | Speed: | 1800 rpm |
| Frame: | 56 | | |
| Sizing Criteria: | Max Power on Design Curve | | |
| Max Motor Power: | 50 hp | | |

## Pump Selection Warnings:

None

### --- Duty Point ---

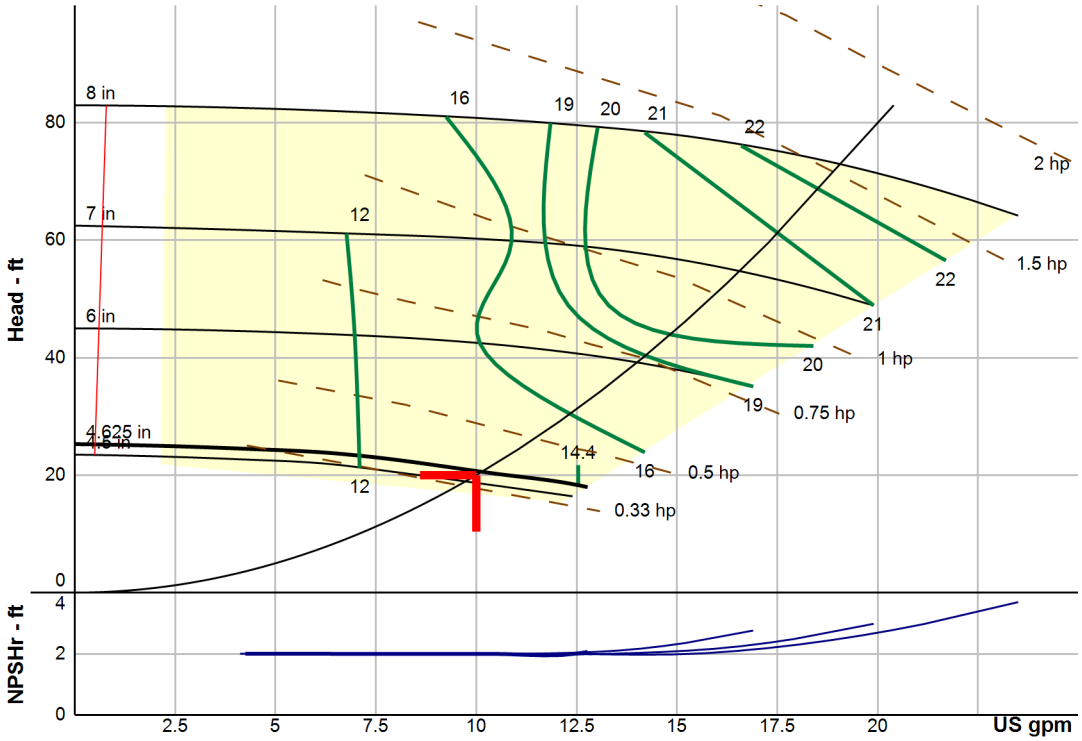
| | |
|---|---|
| Flow: | 10.1 US gpm |
| Head: | 20.6 ft |
| Eff: | 13.2% |
| Power: | 0.396 hp |
| NPSHr: | 2 ft |
| Speed: | 1750 rpm |

### --- Design Curve ---

| | |
|---|---|
| Shutoff Head: | 25.3 ft |
| Shutoff dP: | 11 psi |
| Min Flow: | 0.502 US gpm |
| BEP: | 14.4% @ 12.5 US gpm |
| NOL Power: | 0.402 hp @ 12.8 US gpm |

### --- Max Curve ---

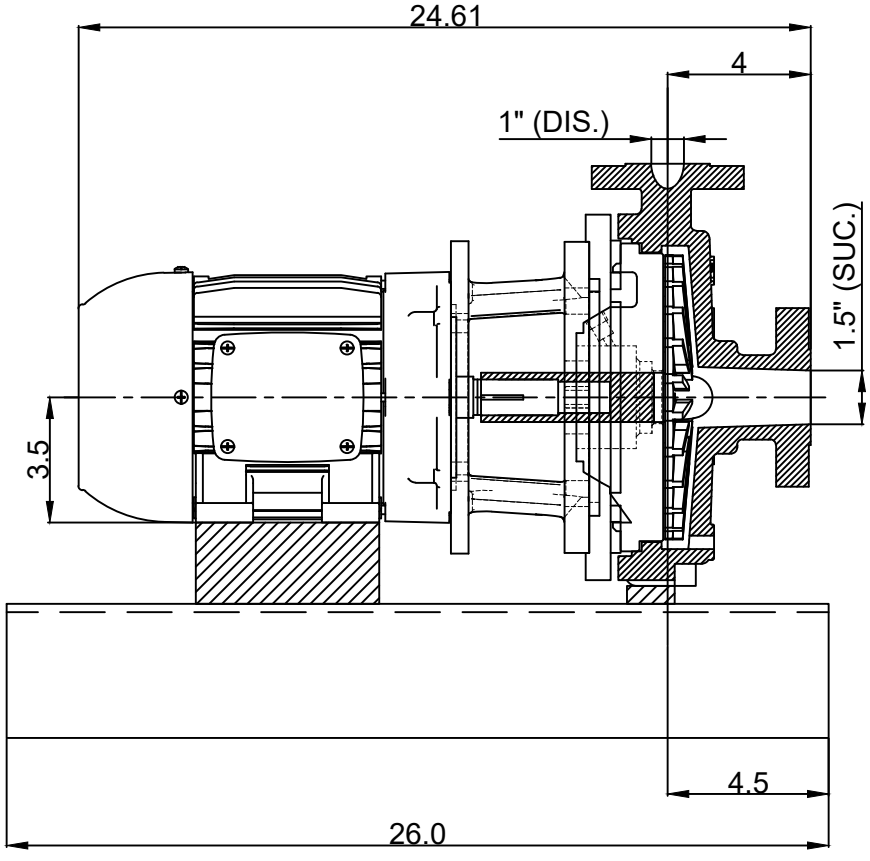
Max Power:
1.66 hp @ 23.5 US gpm

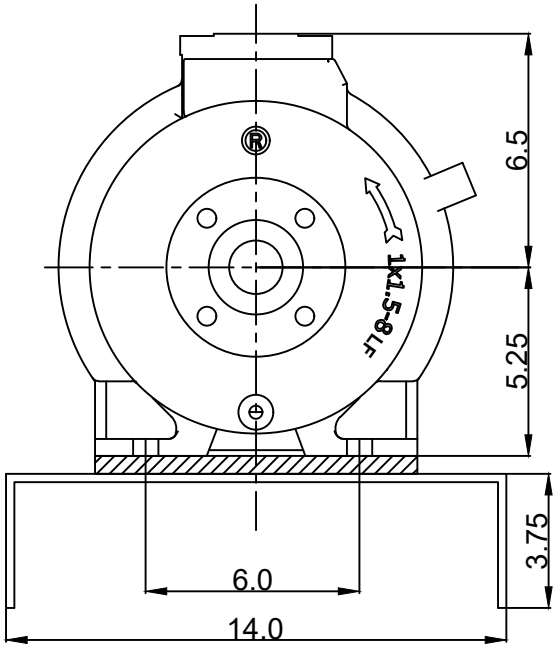



## Performance Evaluation:

| Flow US gpm | Speed rpm | Head ft | Efficiency % | Power hp | NPSHr ft |
|---|---|---|---|---|---|
| 12 | 1750 | 18.8 | 14.1 | 0.401 | 2.01 |
| 10 | 1750 | 20.7 | 13.2 | 0.394 | 2 |
| 8 | 1750 | 22.5 | 12.4 | 0.362 | 2 |
| 6 | 1750 | 23.9 | 10.7 | 0.337 | 2 |
| 4 | 1750 | 24.5 | 7.8 | 0.32 | 2 |

*DIRECTION OF ROTATION ANTICLOCKWISE FROM SUCTION FLANGE END.
**ALL DIMENSIONS ARE IN INCHES.

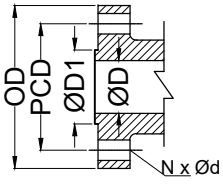



| SCOPE OF SUPPLY | | | |
|---|---|---|---|
| BASE PLATE | | PUMP | |
| COUPLING | NA | PUMP SPARES | |
| COUPLING GUARD | NA | OIL LEVELER | NA |
| FOUNDATION BOLTS | NA | DRIP TRAY | NA |
| DRIVE MOTOR | | MECHANICAL SEAL | |

| SEALING DETAILS (MECHANICAL SEAL) | | COUPLING DETAILS | |
|---|---|---|---|
| MAKE | | MAKE | |
| SIZE | | SIZE | |
| TYPE | | TYPE | |
| FACES | | | |

FLANGE STD. ANSI B16.5 CLASS #150 RF




| | | |
|---|---|---|
| N | 4 | 4 |
| Ød | 5/8 | 5/8 |
| PCD | 3.875 | 3.125 |
| OD | 5 | 4.25 |
| ØD1 | 2.875 | 2 |
| ØD | 1.5 | 1.0 |
| | SUC. | DIS.(DEL.) |

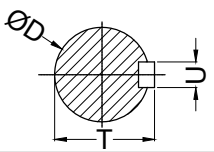
FOUNDATION DETAILS

| | | | |
|---|---|---|---|
| POCKET SIZE | | BOLT SIZE | |
| NO.OF BOLTS | | | |

MOTOR DETAILS

| | | |
|---|---|---|
| RPM:- 1800 | FRAME SIZE:- 143JM | HP:- 1.0 |

KEY-WAY DETAILS TOLERANCE $^{+0.0002}_{-0.0004}$




| | | |
|---|---|---|
| T | 0.958 | |
| U | 0.187 | |
| ØD | 0.874 | |

CLIENT:-

CONSULTANT:-

PO.NO.:-

PO.DATE:-

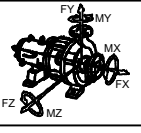
| | |
|---|---|
| NPSHR:- | LUBRICATION:- NA |
| TEMPERATURE:- | FLUID:- |
| CIENCY:- | O/B OILSEAL:- NA |
| ACITY:- | I/B OILSEAL:- NA |
| D:- | O/B BEARING:- NA |
| OSITY:- | I/B BEARING:- NA |

PUMP PARAMETERS


DOCUMENT IS A PROPERTY OF ROTECH PUMPS & SYSTEMS INC.
ITS POSSESSION GIVEN TO YOU IS FOR BUSINESS PURPOSE AND
ARE NOT AUTHORIZED TO MAKE ANY CHANGES OR TRANSFER OF
DOCUMENT TO OTHERS UNLESS INSTRUCTED.


| ALLOWABLE NOZZLE LOADS (ASME B73.1M) | | | |
|---|---|---|---|
| FORCE (lbf) | FX | 120 | |
| | FY | 295 | |
| | FZ | 235 | |
| MOMENTS (lbf * ft) | MX | 590 | |
| | MY | 295 | |
| | MZ | 295 | |

| IMPELLER DIAMETERS | |
|---|---|
| MAX. | 8" |
| MIN. | |
| RATED | |




| | | | |
|---|---|---|---|
| APPROVED BY | KRP | 09.05.23 | PUMP SERIES : ANSI 1296LF |
| CHECKED BY | KRP | 09.05.23 | PART NAME: 1x1.5-8LF 143JM |
| DRAWN BY | PSB | 09.05.23 | |
| | SIGNATURE | DATE | GENERAL ARRANGEMENT DRAWING |
| | | | PUMP WEIGHT :* |

| | | |
|---|---|---|
| PUMP SIZE : | STR | |
| DRAWING NO. : | R96LFS1158143JM-R0 | |
| TAG NO. : | * | |
| SCALE : NTS | | |
| SHEET :1 OF 1 | | |

| REV. | DATE | DETAIL OF REV. |
|---|---|---|
| 0 | 09.05.2023 | NEW RELEASE |


ROTECH Fluid Handling Equipment Pvt. Ltd.
1180 Britannia Road east
Mississauga,Ontario,
L4W 1C8
Canada
Ph : 001-905-461-9617


FORMAT NO. :
FORMAT REVISION:
REVISION DATE :

May 1,2023
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP Insurance Claim
RE: Item C.2 Aeration Tank Drain Pump Rev.1

Allied Mechanical Services, Inc. proposes to provide all labor, supervision, and material for the following scope of work.

- Purchase and install (1) FLYGT Concertor DP N100-5000 Pump. See attached data.
- Modify piping to accommodate new pump. See attached iso.
- Demo existing pump pad and pour new pump pad.
- Disconnect electrical power from existing and wire back to MCC for the new pump.
- Paint reworked piping per CWSRF project specifications.
- Material AIS compliant.
- Davis Bacon compliant.

**Total Cost ……..……..……..$92,342.00**

The following Items are not included in this proposal:

- Draining or cleaning the system in preparation for scope of work.
- Valves or check valves. Assumed re-using existing**.**
- Instrumentation or controls.
- Premium Time.

**Pricing is firm for 15 days.**

Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

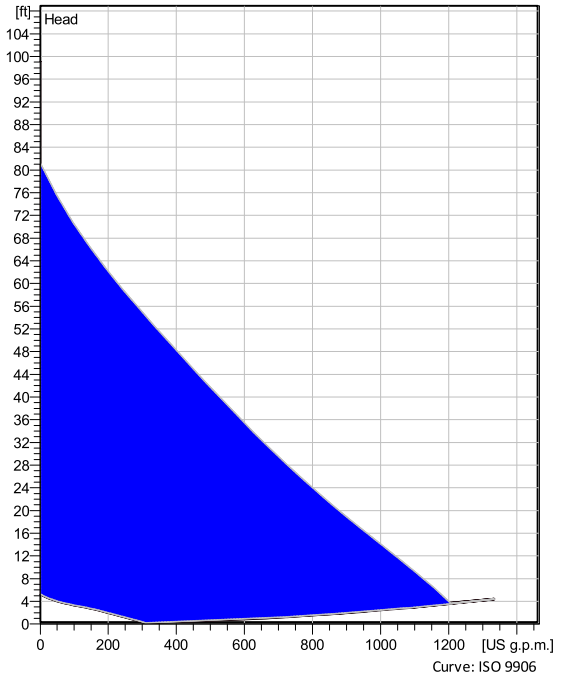
# Concertor DP N100-5000

A process-controlled wastewater pumping system suitable for customers who utilize specially designed process control algorithms and want to benefit from lower capital costs, smaller control cabinets and higher pump system efficiencies. Concertor DP is also suitable as a reliabl and energy efficient on/off controlled wastewater pumping system for customers who want t benefit from easily adjustable pump performance, soft start/soft stop, constant power and motor protection. This system is scalable to as many pumps as required by your application, with one gateway per pump.

## Technical specification



Curves according to: Water, pure [100%],39.2 °F,62.42 lb/ft³,1.6891E-5 ft²/s




## Configuration

**Motor number**
N6020.181 18-08-1AZ-D 7.5hp

**Installation type**
Z - Horizontal Permanent, Dry

**Impeller diameter**
200 mm

**Discharge diameter**
4 inch

## Pump information

**Impeller diameter**
200 mm

**Discharge diameter**
4 inch

**Inlet diameter**
120 mm

**Maximum operating speed**
500-1961.2 rpm

**Number of blades**
2

**Max. fluid temperature**
40 °C

## Materials

**Impeller**
Hard-Iron ™

| | | | | | |
|---|---|---|---|---|---|
| **Project** | | **Created by** | Rick Alvarez | | |
| **Block** | | **Created on** | 11/11/2022 | **Last update** | 11/11/2022 |

# Concertor DP N100-5000

Technical specification

## Motor - General

| | | | |
|---|---|---|---|
| **Motor number**<br>N6020.181 18-08-1AZ-D 7.5hp | **Phases**<br>3~ | **Rated speed**<br>500-1961 rpm | **Rated power**<br>7.5 hp |
| **ATEX approved**<br>No | **Insulation class**<br>H | **Rated current**<br>8.17 A | **Type of Duty**<br>S1 |
| **Frequency**<br>60 Hz | **Rated voltage**<br>460 V | **Motor efficiency class**<br>IE4 according to IEC/TS 60034-30-2 Ed. 1 | |

## Motor - Technical

| | | | |
|---|---|---|---|
| **Power factor - 1/1 Load**<br>0.94 | **Motor efficiency - 1/1 Load**<br>89.0 % | **Nominal speed - 1/1 Load (200-240V)**<br>1150 | **Nominal speed - 1/1 Load (380-480V)**<br>2300 |
| **Power factor - 3/4 Load**<br>0.94 | **Motor efficiency - 3/4 Load**<br>89.0 % | **Nominal speed - 3/4 Load (200-240V)**<br>1035 | **Nominal speed - 3/4 Load (380-480V)**<br>2070 |
| **Power factor - 1/2 Load**<br>0.93 | **Motor efficiency - 1/2 Load**<br>90.0 % | **Nominal speed - 1/2 Load (200-240V)**<br>920 | **Nominal speed - 1/2 Load (380-480V)**<br>1840 |

**Starting current**
8.17 A

| | | | | | |
|---|---|---|---|---|---|
| **Project** | | **Created by** | Rick Alvarez | | |
| **Block** | | **Created on** | 11/11/2022 | **Last update** | 11/11/2022 |

# Concertor DP N100-5000

## Monitoring and Control equipment

**Gateway**

*Yes*

| | |
|---|---|
| Power Supply | 24 V DC |
| Ports | 1 x USB |
| | 1 x RS485 |
| | 1 X Ethernet RJ 45 |
| | 1 x Display interface, CAN |
| Communication | Modbus RTU |
| | Modbus TCP |
| Standard I/O | 4 x Digital outputs |
| | 4 x Digital inputs |
| | 1 x Analog input |
| | 1 x Analog output |
| Pump Interface | 1 x Pump Communication Port |
| User Interface | 14 x LED |
| | 1 x Rotator Switch |
| Data Logging | 1000 data points |
| Environment Class | Protection class: IP 20 |
| | Operation temperature: -20˚C to +65˚C |
| Software Version | DP software – Variable performance control via external signal, status and alarms |
| Approvals | CE, UL, CSA |

**Interface (HMI)**

*None*

| | | | | | |
|---|---|---|---|---|---|
| **Project** | | **Created by** | Rick Alvarez | | |
| **Block** | | **Created on** | 11/11/2022 | **Last update** | 11/11/2022 |

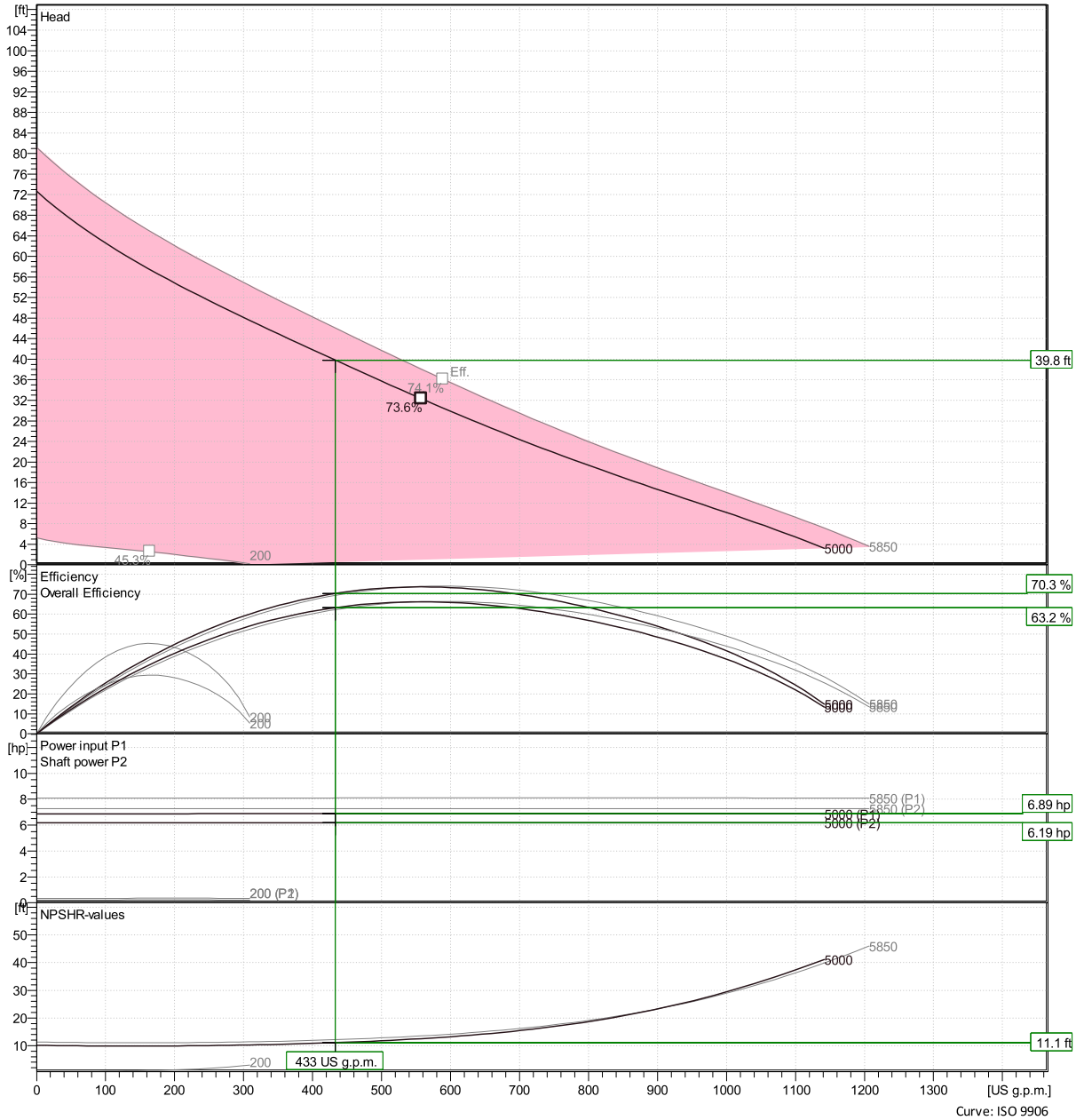
# Concertor DP N100-5000

## Performance curve

### Duty point

| Flow | Head |
|---|---|
| 433 US g.p.m. | 39.8 ft |

Curves according to: Water, pure [100%],39.2 °F,62.42 lb/ft³,1.6891E-5 ft²/s



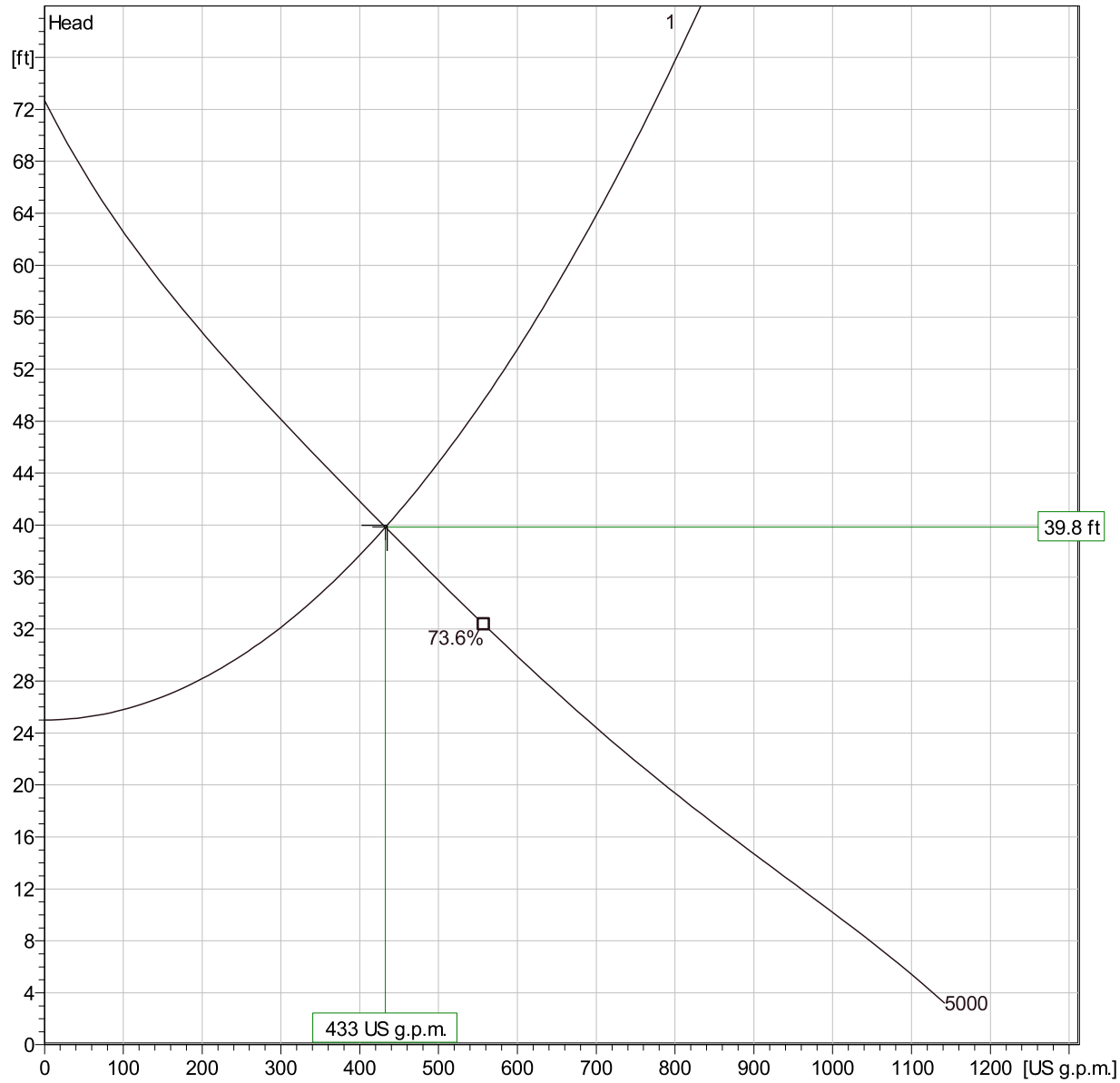

Curve: ISO 9906

| | | | | | |
|---|---|---|---|---|---|
| **Project** | | **Created by** | Rick Alvarez | **Last update** | 11/11/2022 |
| **Block** | | **Created on** | 11/11/2022 | | |

# Concertor DP N100-5000

Duty Analysis

Curves according to: Water, pure [100%] ; 39.2°F; 62.42lb/ft³; 1.6891E-5ft²/s



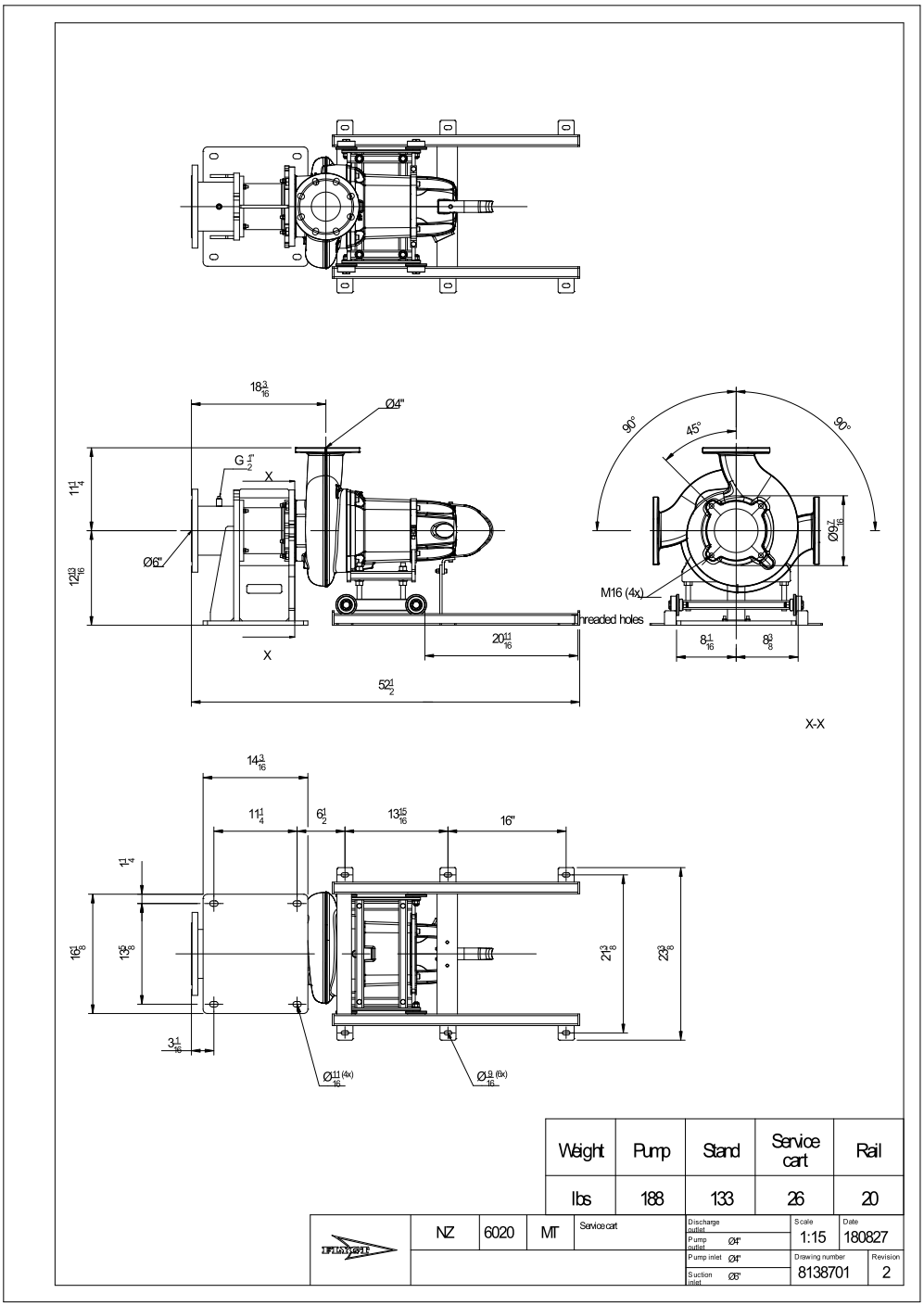

## Operating characteristics

| Pumps / Systems | Flow | Head | Shaft power | Flow | Head | Shaft power | Hydr.eff. | Specific energy | NPSHre |
|---|---|---|---|---|---|---|---|---|---|
| | US g.p.m. | ft | hp | US g.p.m. | ft | hp | | kWh/US MG | ft |
| 1 | 433 | 39.8 | 6.19 | 433 | 39.8 | 6.19 | 70.3 % | 198 | 11.1 |

| | | | | | |
|---|---|---|---|---|---|
| **Project** | | **Created by** | Rick Alvarez | | |
| **Block** | | **Created on** | 11/11/2022 | **Last update** | 11/11/2022 |

# Concertor DP N100-5000

Dimensional drawing




| Weight | Pump | Stand | Service cart | Rail |
|---|---|---|---|---|
| lbs | 188 | 133 | 26 | 20 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| NZ | 6020 | MT | Service cart | Discharge outlet | Scale 1:15 | Date 180827 | |
| | | | | Pump outlet Ø4" | | | |
| | | | | Pump inlet Ø4" | Drawing number 8138701 | Revision 2 | |
| | | | | Suction inlet Ø6" | | | |

| | | | | |
|---|---|---|---|---|
| **Project** | **Created by** | Rick Alvarez | | |
| **Block** | **Created on** | 11/11/2022 | **Last update** | 11/11/2022 |

March 30, 2023
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP Insurance Claim
RE: D**.1** SWP Pumps & Strainer Valve Replacements

Allied Mechanical Services, Inc. is pleased to provide the following proposal.

- Demo existing Valves.
- Purchase and install (4) 8” Knife Gate Valves. Work must coincide with strainer and pump changeout.
- Valves AIS compliant.
- Davis Bacon compliant.

**Total Cost ……..……..……..$62,619.00**

The following Items are not included in this proposal:

- Draining or cleaning the system in preparation for scope of work.
- Premium Time.

**Pricing is firm for 15 days.**

Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

March 27, 2023
Attn: Erin Szczegielniak
Fishbeck
Jackson WWTP Insurance Claim
RE: D.1 DWP 1 & 2 Pumps Valve Replacements
2

Allied Mechanical Services, Inc. is pleased to provide the following proposal.

- Demo Existing Valves.
- Purchase and install (2 10” Knife Gate Valves, (1) 10” Check Valve, and (1) 10” Gate Valve. Work must coincide with DWP-2 pump changeout.
- Valves AIS compliant.
- Davis Bacon compliant.

**Total Cost ……..……..……..$60,609.00**

The following Items are not included in this proposal:

- Draining or cleaning the system in preparation for scope of work.
- Premium Time.

**Pricing is firm for 15 days.**

Sincerely,

*Bob Sweet*

Allied Mechanical Services, Inc.
5688 East ML Ave
Kalamazoo, MI 49048
bsweet@alliedmechanical.com
Cell: 269-998-3138

JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Honorable Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15th, 2023

**SUBJECT:** City Property Sale and Development Agreement Related to "The Blackstone" Development

**Recommendation:** Approve the Sale of City owned property located at 209 N Blackstone Street, PIN # 1-0102.1000 and the Southwest portion of City owned property located at 221 W. Louis Glick Hwy, PIN # 1-0090.1000 (132 ft x 132ft approximately), to Pivotal GP Holing LLC for the sale price of Four Hundred Thousand Dollars ($400,000). And approve the Development Agreement between the City of Jackson and The Blackstone Limited Dividend Housing Association LLC. Allow the City Manager and City Attorney to make minor modification to the Purchase Agreement and Development Agreement.

.

Your consideration and concurrence is appreciated.

# DEPARTMENTAL REPORT
## August 15th, 2023

**MEMO TO:** Honorable Mayor and City Council Members

**FROM:** Jonathan Greene, City Manager

**DATE:** **Council Meeting August 15th, 2023**

**RECOMMENDATION:** Approve the Sale of City owned property located at 209 N Blackstone Street, PIN # 1-0102.1000 and the Southwest portion of City owned property located at 221 W. Louis Glick Hwy, PIN # 1-0090.1000 (132 ft x 132ft approximately), to Pivotal GP Holing LLC for the sale price of Four Hundred Thousand Dollars ($400,000). And approve the Development Agreement between the City of Jackson and The Blackstone Limited Dividend Housing Association LLC. Allow the City Manager and City Attorney to make minor modifications to the Purchase Agreement and Development Agreement.

.

## SUMMARY

City Council previously approved a PILOT Ordinance for the The Blackstone Limited Dividend Housing Association LLC to assist with a Low Income Housing Tax Credit (LIHTC) development named "The Blackstone Lofts". The Developer is Pivotal formally MVAH. The Blackstone Lofts development is proposed to be 44-53unit, 4-story apartment complex (1,2 and 3 bedroom units), located on the East side of the 200 Block of N. Blackstone Street. The Blackstone Limited Dividend Housing Association LLC has offered the City $400,000 for the property to be developed. Development of City Owner property has an associated Development Agreement which is meant to bind the parties to the listed conditions within the agreement. This sale has an associated Development Agreement that was prepared by the City of Jackson Attorney's Office.

## BUDGETARY CONSIDERATIONS

$400,000 Purchase Offer

## HISTORY, BACKGROUND and DISCUSSION

Developer MVAH now Pivotal built The Francis Lofts which is a senior living complex in the City of Jackson. Pivotal is pursuing two additional developments within the City. Each development is part of a LIHTC project. In 2021 City Council approved a PILOT ordinance for the The Blackstone Dividend Housing Association (TBDHA) so that Pivotal could complete the LIHTC application with the State of Michigan for The Blackstone Lofts. Pivotal has submitted plan document for The Blackstone Lofts to the Building Division. Since 2021 Pivotal has been engage with talks with City Staff to move the project forward after the LIHTC award is received. The Blackstone Lofts has been approved for LIHTC funding. Pivotal has moved to the next phase of the development which entails securing ownership of the build location. TBDHA (Pivotal) submitted a purchase offer of $400.00 for property located at 209 N. Blackstone and the Southwest corner of 221 W. Louis Glick Hwy (132 ft x 132 ft), to construct a 4-Story apartment complex that will have 44-53 units (1, 2 and 3 bedroom). Early education center will be located on the main floor. As part of an associated development agreement, the City will lease 37 parking passes to TBDHA to accommodate parking for the occupants. Developer agrees that the construction of the Development and the

units located thereon shall result in an investment of approximately $230,000 per unit, or approximately $12.2 million dollars in construction contract

## POSITIONS

The Blackstone Lofts will help fill the gap of affordable housing options for the Citizens of Jackson. Zimmerman and Volk and Guidhouse housing studies indicate a need to increase housing options in the City. Staff recommends approval of the sales agreement and development agreement.

ATTACHMENTS: Sales and Development Agreements

# Purchase and Sale Agreement

This Purchase and Sale Agreement (this "Agreement") is effective as of _____, 2023, by PIVOTAL GP HOLDING LLC, a Georgia limited liability company, or its successors and assigns (the "Purchaser") and THE CITY OF JACKSON, a Michigan municipal corporation, (the "Seller").

In consideration of the mutual promises and conditions contained in this Agreement, the parties agree as follows:

**1. Definitions.** Unless otherwise stated in this Agreement, all of the capitalized words in this Agreement have the meanings set forth in the Exhibit A hereof, or in other provision of this Agreement.

**2. Property Description**. On the Closing Date and subject to the performance of all conditions precedent contained in this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to sell and deliver possession to Purchaser, on the Closing Date, all of Seller's right, title, and interest in and to the Property, free and clear of all Encumbrances, except for the Permitted Encumbrances. If necessary, the exact legal description of the Property, in accordance with Section 5.1, shall be substituted for the legal description of the Property attached hereto as Exhibit B and attached to the Deed.

**3. Purchase Price; Deposit; Prorations**.

3.1. Purchase Price. The purchase price for all of Seller's right, title, and interest in and to the Property (the "Purchase Price") is Four Hundred Thousand Dollars ($400,000).

3.2. Deposit. As of the date of this Agreement, Purchaser has delivered to First American Title Insurance Company, 211 N. Pennsylvania Street, Suite 1250, Indianapolis, Indiana 46204 or its affiliate as chosen by Purchaser, which shall act as the escrow agent for the Closing (the "Title Company"), an earnest money deposit, in the amount of Forty Thousand Dollars ($40,000), to be held in an account and in accordance with the terms of this Agreement (the "Deposit"). Interest earned on the Deposit shall be considered part of the Deposit, if any. In the event of a Seller default the Deposit shall be returned to Purchaser. If Purchaser purchases the Property, such Deposit shall be applied by Seller as a credit towards the Purchase Price. If Purchaser fails to perform its obligations, or otherwise terminates this Agreement, Seller shall be entitled to retain the Deposit as its sole and exclusive damages under this Agreement. Notwithstanding the foregoing, in the event that Seller or its affiliate does not approve a payment in lieu of taxes ordinance, the Deposit shall be fully refundable to Purchaser.

3.3. Prorations. The balance of the Purchase Price, after application of any credits or prorations set forth in this Agreement and the application of the Deposit, shall be delivered by Purchaser in accordance with Section 4.3 of this Agreement, by certified or official bank check or wire transfer to the order of the Title Company, subject to the prior delivery in escrow of all instruments of transfer and conveyance in accordance with this Agreement.

**4. Closing Date; Closing Deliveries; Costs and Expenses**.

4.1. Closing Date. Subject to the satisfaction of all terms and conditions of this Agreement, the closing under this Agreement shall take place as an escrow closing through the offices of the Title Company on or before September 30, 2023, by providing notice to Seller.

4.2. Seller's Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, Seller shall make the following deliveries to the Title Company or Purchaser, and perform the following acts, at least two (2) days prior to the Closing Date:

4.2.1. A duly executed quit claim deed, transferring to Purchaser any and all of Seller's right, title, and interest in and to the Property (the "Deed"), conveying fee simple, good and marketable title to the Property, free and clear of any and all Encumbrances, other than the Permitted Encumbrances applicable thereto.

4.2.2. Closing statement (the "Closing Statement"), prepared by the Title Company, executed by Seller, conforming to the proration and other relevant provisions of this Agreement.

4.2.3. A certificate of Seller certifying copies of: (i) formation documents of Seller; (ii) all requisite resolutions or actions of Seller approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Seller.

4.2.4. An affidavit with respect to mechanics' liens, certifying that there are no unpaid bills for services rendered or material furnished to the Property, and an agreement indemnifying the Title Company and Purchaser against claims for such services or materials.

4.2.5. Any and all other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Purchaser , any Governmental Authority, or Title Company, including but not limited to: (a) the standard affidavit required by the Title Company for the removal of the standard preprinted exceptions from the title insurance policies; and (b) a Certificate of Non-Foreign Status or other evidence satisfactory to Purchaser and the Title Company confirming that Purchaser is not required to withhold or pay to the Internal Revenue Service any part of the "amount realized" as such term is defined in the Internal Revenue Code of 1986, as amended, and the regulations promulgated pursuant thereto.

4.3. Purchaser's Deliveries to Title Company. Subject to the conditions and obligations of this Agreement, Purchaser shall make the following deliveries to the Title Company or Seller, and perform the following acts, at least two (2) days prior to the Closing Date, unless otherwise noted:

4.3.1. Closing Statement, executed by Purchaser.

4.3.2. The Purchase Price, as adjusted by this Agreement.

4.3.3. A certificate of the members of Purchaser certifying copies of: (i) the formation documents of Purchaser; (ii) all requisite resolutions or actions of Purchaser approving the execution and delivery of this Agreement and the consummation of the transactions contemplated herein; and (iii) the signature of each authorized representative of Purchaser.

4.3.4. All other documents and instruments incidental to the transactions contemplated by this Agreement and reasonably requested by Seller or Title Company.

4.4. Costs and Expenses. Seller shall pay for the following expenses relative to this transaction: (i) its own attorneys' fees; (ii) all costs and expenses of transferring and recording the deed of conveyance, including, but not limited to transfer fees, documentary stamp and/or conveyance taxes of transferring the Property; and (iii) all of the premium costs of an owner's policy of title insurance and endorsements. Purchaser shall pay for the following expenses relative to this transaction: (i) the Title Company's closing and escrow fee; (ii) its own financing expenses, if any; (iii) its own attorneys' fees; and (iv) costs and expense of the Survey.

## 5. Inspection Period; Seller's Deliverables.

5.1. Inspection Period. Purchaser, at Purchaser sole cost and expense, shall have until 5 p.m. EST on September 30, 2023 or such other date as mutually agreed upon by Seller and Purchaser (the "Inspection Period"), in which to conduct its due diligence review of the Property, testing, investigations and inspections of the physical aspects of the Property, and otherwise to determine the desirability and utility of the Property for Purchaser's intended use, as determined by Purchaser, in Purchaser's sole and absolute discretion, including but not limited to the following:

5.1.1. Zoning and Permits. Purchaser shall have confirmed that the Property is zoned to permit the construction of residential housing units (the "Purchaser's Intended Use"). If the Property must be rezoned for Purchaser's Intended Use, Seller agrees to cooperate with Purchaser in the rezoning process. Purchaser, at its cost and expense, shall have obtained, upon terms and conditions satisfactory to Purchaser, all necessary permits, licenses, variances and approvals (collectively, the "Permits") pertaining to the building, occupancy, signs, utilities, curb cuts, driveways (including ingress and egress to and from public thoroughfares), zoning, use, environmental controls, and any other permits which, in the sole judgment of Purchaser, are necessary for Purchaser's Intended Use. Seller agrees to execute any applications or other documents and make such other appearances as reasonably requested by Purchaser in order to obtain the Permits.

5.1.2. Utilities. Purchaser shall have confirmed that all utilities, including telephone, storm sewer, sanitary sewer, water, gas and electric (collectively, the "Utilities") have been adequately extended within satisfactory easements or rights-of-way to a location on the perimeter of the Property at which Purchaser can tap into and receive service without the imposition of tap-in charges to Purchaser other than tap-in charges which are customarily and normally charged in the locality in which the Property is located. Such Utilities shall be available in a size and pressure appropriate for Purchaser's Intended Use. Seller shall grant, or cause to be granted to Purchaser all necessary utility easements.

5.1.3. Lot Split. Purchaser may, at Purchaser's sole cost and expense, complete any subdivision or lot split of Seller's property which is necessary in order to convey the Property to Purchaser as a separate, transferable and taxable parcel.

5.1.4. Title Insurance. Purchaser shall have obtained a satisfactory Title Commitment in accordance with Section 6.1 of this Agreement.

5.1.5. Environmental Phase I and Related Testing. Purchaser, at Purchaser's cost and expense, shall have obtained a current satisfactory Phase I Environmental Audit of the Property.

5.1.6. Financial Feasibility. Purchaser must have determined, in its sole and absolute discretion, that the purchase and development of the Property for Purchaser's Intended Use is financially feasible.

5.1.7. Termination. If Purchaser determines in its sole and absolute discretion that the Property is not acceptable, Purchaser shall have the right for any reason or no reason either to: (a) terminate this Agreement by written notice to Seller on or before the date of Closing, or any extensions thereof as mutually agreed upon by Seller and Purchaser, and the Title Company shall immediately return the Deposit to Seller and neither party shall have any further rights or obligations to the other under this Agreement, subject to the conditions set forth in Section 3.2; or (b) waive the requirements and/or contingencies regarding such due diligence review and proceed with this Agreement.

5.2. As a material inducement to Purchaser's execution hereof, Purchaser and Seller agree that it would be impracticable and extremely difficult to fix actual damages in case of Purchaser's default. Seller agrees that the amount of the Deposit paid prior to default or Purchaser's notice to Seller of its intent to default is a reasonable estimate of such damages, and that Seller shall retain the Deposit as liquidated damages, and its sole remedy against Purchaser. Furthermore, Seller agrees that the amount of the Deposit is a sufficient remedy for such Purchaser default, Seller shall no longer have any cause of action or claim against Purchaser in law or in equity, including specific performance, and Purchaser shall be fully released from any action of Seller arising out of Purchaser's alleged breach of this Agreement. The parties further agree that the Deposit is a reasonable sum considering all of the circumstances of the transactions contemplated by this Agreement.

5.3. Seller's Deliverables. Within seven (7) days after the date of this Agreement, Seller agrees to provide Purchaser with copies of any and all environmental reports, wetlands permits, geotechnical reports, concurrency documents, plans and specifications, plans, bids, covenants, construction contracts, aerial photographs, development agreements, warranties, leases and rent roll, topos, correspondence, utility locations and capacity documents, traffic studies, surveys, title work commitments or policies, surveys, soil tests or other inspection reports regarding the Property which are in Seller's possession and any and all reports or information in Seller's possession affecting the Property.

**6. Title Commitment; Survey.**

6.1. Title Commitment. Purchaser may cause to be furnished to Purchaser, at Purchaser's costs and expense, a title insurance report and commitment for an ALTA Owner's Title Insurance Policy in a coverage amount equal to the amount of the Purchase Price, from the Title Company (the "Title Commitment"), in which the Title Company commits that upon delivery and recordation of the Deed and other documents provided for in this Agreement, the Title Company will issue, at its usual rate, an ALTA Owner's Title Insurance Policy, insuring access to the Property and such other endorsements as Purchaser may request (the "Title Policy"). Title to the Property shall be good and marketable in fee simple in the name of Seller, as determined in accordance with the standards of the state bar association where the Property is located and free and clear of all Encumbrances other than Permitted Encumbrances. If the Title Commitment or the exceptions show that title is unmarketable, then Purchaser shall notify Seller of Purchaser's objections prior to the expiration of the Inspection Period. Seller shall undertake, with due diligence, to have the defects identified by Purchaser eliminated. If Seller is unable or unwilling to eliminate defects identified by Purchaser within fifteen (15) days, Seller shall notify Purchaser in writing, and Purchaser shall have the option, within fifteen (15) days of the written notice by Seller, to be exercised in Purchaser's sole discretion, to: (i) proceed with Closing of this transaction subject to such title defects; or (ii) terminate this Agreement, in which event the Title Company shall return to Purchaser the Deposit. Notwithstanding the foregoing, Purchaser shall have the right to object to any new title exceptions which are identified between the date of the Title Commitment and the Closing Date.

6.2. Survey. Purchaser may cause to be delivered to Purchaser, a survey of the Property, at Purchaser's cost and expense (the "Survey").

**7. Representations by Seller**. As of the date of this Agreement and as of the Closing Date:

7.1. Title to Property. Seller represents that Seller has good, marketable and indefeasible fee simple title to the Property, free and clear of all Encumbrances of any nature except Permitted Encumbrances. On the Closing Date the Property shall be unoccupied and free of any lease or other right of possession or claim of right of possession by any person or entity other than Purchaser.

7.2. Authority and Organization. Seller represents that it is a municipal corporation, duly organized, validly existing, and in good standing under the laws of the State of Michigan, and has all requisite power and authority to carry on its business as it is presently being conducted. Seller represents that Seller has obtained or will obtain all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.

7.3. Enforceability. Seller represents that this Agreement has been duly authorized and approved by Seller, has been duly and validly executed and delivered by Seller and is a valid and legally binding agreement of Seller, enforceable against Seller in accordance with its terms. The execution and delivery of this Agreement have been duly authorized and validly executed and delivered by Seller, and will not violate any provision of any municipal, state or federal law, statutory or otherwise, to which Seller or the Property may be subject.

7.4. Property Rights. Seller represents that other than this Agreement, there are no outstanding options, contracts, commitments, warranties, pledges, agreements or other rights of any character entitling any Person to acquire any or all of the Property. Further, all service and maintenance contracts with respect to the Property will, unless Purchaser notifies Seller in writing during the Inspection Period that Purchaser intends to assume the same, be terminated by Seller, at Seller's cost, at Closing.

7.5. Litigation. There is no pending or threatened litigation, arbitration, administrative action or examination, claim, or demand whatsoever relating to the Property. No attachments, execution proceedings, liens, assignments or insolvency proceedings are pending or threatened against Seller or the Property or contemplated by Seller.

7.6. Environmental. To the best of Seller's knowledge, Seller: (i) has not used the Property for the storage, treatment, generation, production or disposal of any toxic or hazardous waste, material or substance nor does Seller have knowledge of such use by others; (ii) has not caused or permitted and has no knowledge of the release of any toxic or hazardous waste, material or substance on or off site of the Property; (iii) has not received any notice from any governmental authority or other agency concerning the removal of any toxic or hazardous waste, material or substance from the Property; and (iv) has disclosed to Purchaser the location of all underground storage tanks on the Property, if any. No event has occurred with respect to the Property which would constitute a violation of any applicable environmental law, ordinance or regulation.

7.7. Zoning. The Property is zoned for residential use, including multi-family use in accordance with the Purchaser's Intended Use.

**8. Representations by Purchaser**. As of the date of this Agreement and as of the Closing Date:

8.1. Authority and Organization. Purchaser represents that it is an Georgia limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Georgia, and has all requisite power and authority to carry out the transactions contemplated by this Agreement and has obtained all necessary approvals to authorize the transaction and consummate the transfer of the Property as herein contemplated.

8.2. Enforceability. This Agreement has been duly authorized and approved by Purchaser, has been duly and validly executed and delivered by Purchaser and is a valid and legally binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms, except to the extent that such enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relative to or affecting the rights and remedies of creditors generally and by general principles of equity (regardless of whether in equity or at law).

**9. Covenants of Seller**. Prior to the termination of this Agreement or the Closing Date, Seller covenants and agrees that it:

9.1. Shall not enter into any contract or agreement for the sale, lease, transfer, mortgage, easement, lien, encumbrance, hypothecate, pledge, encumber or assign any of the Property or Seller's interest in the Property or the interest in Seller.

9.2. Shall promptly notify Purchaser of any event, condition or circumstance occurring from the date hereof to the Closing Date that would constitute a violation or breach of this Agreement by Seller.

9.3. Not enter into any contracts or other commitments regarding the Property, either with any Governmental Authority (including, but not limited to, zoning changes, site plan approvals, density shifts, or platting or replatting) or with any private person or party, without having first obtained the prior written consent of Purchaser thereto in each instance.

**10. Intentionally Deleted.**

**11. Remedies**.

11.1. If Seller should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants, agreements, representations or warranties contained in this Agreement for a period of more than ten (10) days following notice thereof, then: (i) Purchaser may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit shall be immediately delivered to Purchaser; (ii) Seller agrees to reimburse Purchaser for all actual expenses and costs of Purchaser in connection with its due diligence regarding this Agreement and the purchase of the Property; and (iii) Purchaser may pursue any and all remedies available to Purchaser under law or equity, including the right of specific performance of the obligations of Seller hereunder.

11.2. If Purchaser should fail to perform in accordance with this Agreement, or otherwise breach any of the terms, covenants or agreements contained in this Agreement for a period of more than ten (10) days following notice thereof, then Seller may terminate this Agreement and upon such termination, the parties hereto shall be released from any and all obligations arising hereunder or as a result of their course of dealings and the Deposit paid prior to breach shall be immediately delivered to Seller, such sum being agreed upon as the sole damages for the failure of Purchaser to perform the duties, liabilities and obligations imposed on it by the terms and provisions of this Agreement. Seller agrees to accept and take the Deposit as its total damages and relief as Seller's sole remedy hereunder.

**12. Condemnation; Destruction**. If, prior to the Closing Date, all or any significant portion of the Property is taken by eminent domain (or is the subject of a pending or contemplated taking which has not been consummated) or if a material part of the Property, including any means of ingress thereto or egress therefrom is damaged or destroyed by fire or other casualty prior to the Closing Date, Seller shall notify Purchaser of that fact, and Purchaser shall have the option to terminate this Agreement upon notice to Seller and not later than ten (10) days after receipt of Seller's notice; in which case, all obligations of Seller and Purchaser hereunder will be extinguished.

**13.** **Assignment**. Purchaser may assign its interest or rights or obligations in this Agreement to an affiliated entity of Purchaser, without the consent of Seller.

**14.** **Notices**. Either party may change its address by notice to the other party. Any notice provided or permitted to be given under this Agreement must be in writing and may be served: (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested; or (ii) by delivering by a national courier service. Notice given in accordance with (i) above shall be effective three (3) days after mailed. Notice given in accordance with (ii) above shall be effective upon delivery by the national courier at the address of the addressee. Notwithstanding the foregoing, notice pursuant to Paragraph 5.1.12 may be provided to Seller and its representative via email. For purposes of notice, the addresses of the parties shall be as follows:

| | |
|---|---|
| **Seller:** | The City of Jackson, Michigan<br>161 W. Michigan Avenue<br>Jackson, MI 49201<br>Attention: _____<br>Telephone: _____<br>Email: _____ |
| **Purchaser:** | Pivotal GP Holding LLC<br>9100 Centre Pointe Drive, Suite 210<br>West Chester, OH 45069<br>Attention: Brian McGeady<br>Telephone: (513) 964-1141<br>Email: Brian.McGeady@pivotal-hp.com |
| with a copy to: | Strauss Troy Co., LPA<br>50 E. Rivercenter Blvd., Suite 200<br>Covington, Kentucky 41011<br>Attention: Pete A. Smith, Esq.<br>Telephone: (513) 768-9734<br>Email: pasmith@strausstroy.com |

**15.** **Entire Agreement and Amendments**. This Agreement, together with the schedules and exhibits hereto, each of which is deemed to be a part hereof, contains the entire understanding between the parties hereto concerning the subject matter hereof and it is understood and agreed that all negotiations and agreements heretofore had between the parties are merged herein.

**16.** **Amendment; Waiver.** This Agreement may be amended, modified or supplemented only by an agreement in writing signed by all parties hereto. The parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein. Neither the failure nor any delay on the part of any party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, or of any other right, power or remedy; nor shall any single or partial exercise of any right, power or remedy preclude any

further or other exercise thereof, or the exercise of any right, power or remedy. Except as expressly provided herein, no waiver of any of the provisions of this Agreement shall be valid unless it is in writing and signed by the party against whom it is sought to be enforced.

**17.** **Successors and Assigns**. The agreements and representations herein shall inure to the benefit of and shall be binding upon the heirs, executors, administrators, successors, and assigns of the respective parties.

**18.** **Time of Essence**. Time is of the essence of all provisions of this Agreement.

**19.** **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located, without regard to conflicts of laws principles of that state. In the event of the bringing of any action or suit by either party against the other arising out of this Agreement, the party in whose favor final judgment shall be entered shall be entitled to recover from the other party all costs and expenses of suit, including reasonable attorney's fees.

**20.** **Counterparts; Facsimile**. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered, shall constitute an original, but all of which together shall constitute but one instrument. Signatures transmitted by facsimile shall have the same effect as original signatures.

**21.** **Severability**. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, but the extent of such invalidity or unenforceability does not destroy the basis of the bargain among the parties as expressed herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by law.

**22.** **Captions and Headings**. The captions and headings of this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

**23.** **Date of Performance**. If the date for performance of any act under this Agreement falls on a Saturday, Sunday or federal holiday, the date for such performance shall automatically be extended to the first succeeding business day that is not a Saturday, Sunday or federal holiday.

**24.** **Apportionments**. Adjustments to the Purchase Price paid hereunder shall be made between Seller and Purchaser and shall be prorated as applicable upon the Closing Date. For purposes of all prorations provided for herein, Seller shall be responsible for all days prior to the Closing Date and Purchaser shall be responsible for the Closing Date and all days on or after the Closing Date. All prorations shall be made on a 365 day calendar year basis and the actual number of days in the month of the Closing Date. Seller shall pay or credit against the Purchase Price all unpaid real estate taxes, including penalties and interest, for all tax years preceding the Closing Date, and shall credit a portion of such taxes for the tax year in which the Closing is

held, prorated through the Closing Date. The proration of such taxes shall be based on a 365-day year and on the most recently available rate and valuation and the amount so computed and adjusted shall be final. Seller shall pay any special assessments which: (a) are a lien on the Property on the Closing Date, whether such assessments are past due, then due or thereafter to become due; or (b) are not a lien but are then known and will be payable in whole or in part after the Closing Date.

**25.** **Brokers**. The parties acknowledge that no real estate agent, broker or company has been used in this transaction by either party and no party has taken any actions which would give rise to a claim for any commission. .

**26.** **Operations Pending Closing**. Seller, at its expense, shall use reasonable efforts to maintain the Property until the Closing or sooner termination of this Agreement, substantially in its present condition and pursuant to Seller's normal course of business (such as maintenance obligations but not including extraordinary capital expenditures or expenditures not incurred in such normal course of business), subject to ordinary wear and tear, damage by fire or other casualty and condemnation. In addition, Seller shall deliver to Purchaser a copy of any written notice of default delivered by Seller to any Tenant.

*[Signatures on the Next Page.]*

## Purchase and Sale Agreement

### Signature Page

IN WITNESS WHEREOF, Seller and Purchaser have executed this Purchase and Sale Agreement as of the date listed above.

**SELLER:**

CITY OF JACKSON, MICHIGAN

By: _____
Print Name: _____
Title: _____

**PURCHASER:**

PIVOTAL GP HOLDING LLC
a Georgia limited liability company

By: _____
Print Name: Brian McGeady
Its: Authorized Signer

*[End of Signatures.]*

**Purchase and Sale Agreement**

**Exhibit A**

Definitions

For the purposes of this Agreement, the following terms shall have the following meanings:

"Appurtenances" mean all rights, privileges, easements, hereditaments, tenements and rights-of-way appurtenants to, or used in connection with, the beneficial use and enjoyment of the Property, including, without limitation, all right, title and interest, if any, of Seller in and to all water rights, open or proposed highways, streets, roads, roadways, avenues, alleys, sidewalks, easements, strips, gores or rights-of-way, ingress and egress, in, on, across, under, in front of, contiguous to, adjacent to, abutting, adjoining or otherwise benefiting the Property, both public and private.

"Property" means that certain real property known as parcel no. _____ and more particularly described or depicted in Exhibit B, together with all Improvements, Appurtenances, together with all of Seller's right, title and interest in and to the following: (i) the Tangible Personal Property; (ii) all such tangible or intangible property used or useful in the ownership of the Property; and (iii) any and all contracts, agreements, and other arrangements relating to the ownership of the foregoing real property.

"Encumbrance" means any lien, pledge, mortgage, charge, deed of trust, security interest, claim, lease, charge, option, right of first refusal, easement, servitude, encroachment or other survey defect, transfer restriction, easements and restrictions related to wetlands and waterways, or other encumbrance of any nature whatsoever.

"Governmental Authority" or "Governmental Authorities" mean any government or political subdivision thereof, whether federal, state, local or foreign, or any agency or instrumentality of any such government or political subdivision, or any court or arbitration body, having authority over the Property.

"Improvements" mean all improvements, buildings, structures and fixtures currently located on the Property or to be located on the Property as of the Closing Date, excluding any fixtures owned by tenants, including, without limitation, all heating and air conditioning systems, parking facilities and services, refrigeration, ventilation or other utilities, facilities or services located on the Property or owned by Seller and used in connection with the Property.

"Leases" mean each and every lease of space at the Property and any amendments thereto (a) in full force and effect as of the Effective Date and/or (b) executed by Seller after the Effective Date in compliance with the terms and provisions of this Agreement.

"Permitted Encumbrance" means: (a) any mortgage or related security documents on the Property to be released on or before the Closing Date; (b) easements and restrictions of record which do not interfere in any material respect with the ownership of the Property for Purchaser's

Intended Use; (c) liens for real property taxes not yet due and payable; and (d) other exceptions approved in writing by Purchaser.

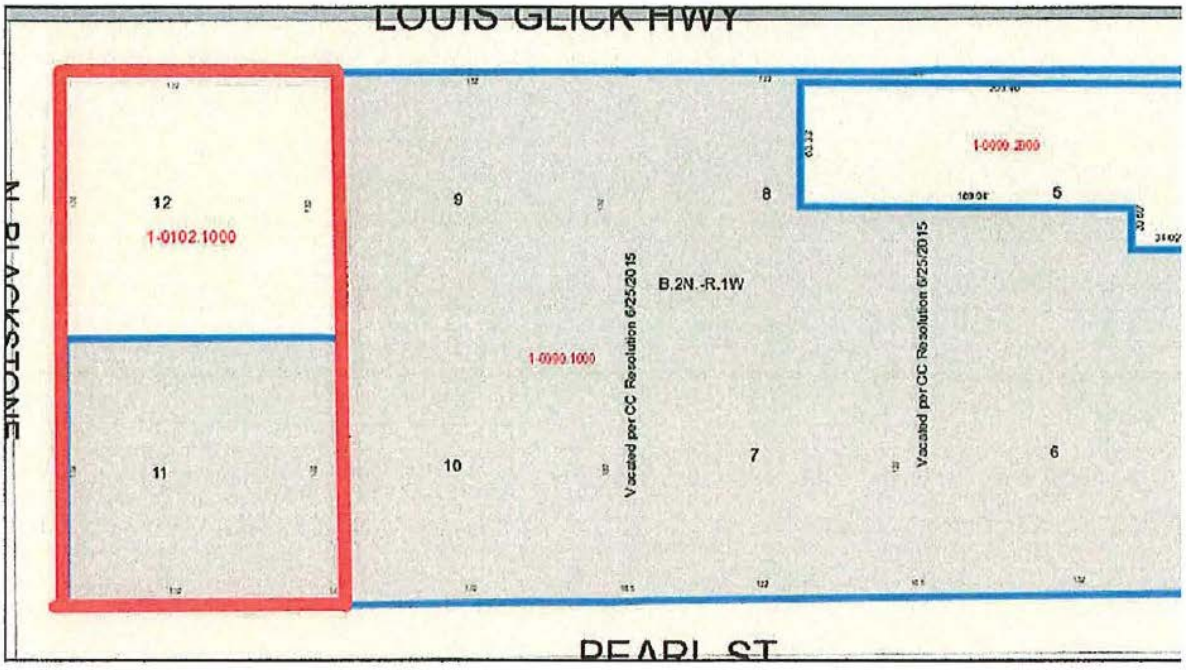
"Person" means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any Governmental Authority.

"Tangible Personal Property" means all furnishings, fixtures, furniture, artwork, apparatus, appliances, tools, machinery, accessories, equipment, and other tangible personal property of any type or description owned by Seller and used or held for use in connection with the ownership of the Property, if any.

**Purchase and Sale Agreement**

**Exhibit B**

Depiction of the Property

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**DEVELOPMENT AGREEMENT**

**THIS DEVELOPMENT AGREEMENT** ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan 49201, ("City"), and The Blackstone Limited Dividend Housing Association LLC, a Michigan limited liability company ("Developer"), whose principal address is 9100 Centre Pointe Drive, Suite 210, West Chester, OH, 45069, USA.

**WITNESSETH:**

**WHEREAS**, Developer is an entity formed for purposes of the acquisition of real property for construction of an affordable housing project in the City of Jackson, State of Michigan known as "The Blackstone", which is more particularly described as:

**See Exhibit A, attached hereto**

Commonly known as 209 N. Blackstone and 221 W. Louis Glick Highway, Jackson, MI 49202, Jackson, Michigan ("the Property") and which Property is designed to provide low income housing to persons and families;

**WHEREAS**, the City has received an offer from the Developer to acquire and develop the Property, which offer is subject to the Developer obtaining title, pass-through bonds, and/or an

allocation under the LIHTC Program from the Michigan State Housing Development Authority ("Financing");

**WHEREAS**, the Developer requested that the City issue a payment in lieu of taxes tax exemption to the Developer pursuant to the State Housing Development Authority Act, Public Act 346 of 1966, as amended (MCL 125.1401, et. seq.) effective as of the date the Developer commences construction on the Property;

**WHEREAS**, the City desires that, if the Developer obtains title, it constructs the Blackstone Lofts Project ("Development") in conformance with the current City of Jackson Code of Ordinances;

**WHEREAS**, the City desires that if the Developer obtains title, it comply with certain registration and financial obligations imposed upon the Developer by the City of Jackson Code of Ordinances, Resolutions or Regulations;

**WHEREAS**, part of the consideration to the City for this Development Agreement is Developer's promise to develop the Property to preserve housing for low income persons and families if it obtains title; and

**WHEREAS**, the parties desire to ensure that the Development will take place, and set forth the terms of the Development.

**NOW, THEREFORE**, in consideration of the above recitals, the parties agree as follows:

1. RECITALS. The foregoing recitals are incorporated in and form a part of this Agreement.

2. DEVELOPMENT CRITERIA.

   A. CODE COMPLIANCE. If and when Developer obtains title, it will construct and operate and a housing development for low income persons and families known as "Blackstone Lofts" in compliance with all applicable state statutes, local ordinances, building codes, zoning, and other restrictions of record.

   B. PLANS AND SPECIFICATIONS. Developer must submit plans and specifications, when available, in a form acceptable to the City of Jackson Neighborhood and Economic Operations Department no less than thirty (30) days prior to the commencement of construction activities.

C. DEVELOPMENT SIZE and INVESTMENT. Upon obtaining title, Developer will construct the building on the Property to provide for the housing development known as Blackstone Lofts. Developer must construct and preserve, unless otherwise agreed by the City, a minimum of forty four (44) and maximum of fifty three (53) total low income rental units consisting of one, two and three bedroom units for low income persons and families.

D. SPECIFIC DEVELOPMENT CRITERIA.

i. "Commencement of the Development" means that all necessary permits and approvals have been obtained, all construction contracts, signed, all construction financing, if any, has been arranged, and actual physical work on the Development activity is underway. "Completion of the Development" means that Developer has completed construction as set forth in the plans and specifications submitted by Developer to the City and the structure on the Property has received a Certificate of Occupancy. City in its sole discretion shall determine whether Developer has completed the development of the Property.

ii. Developer must comply with the following if and when Developer obtains title to the Property:

a). Developer must be registered under the City of Jackson Non-owner Occupied Residential Property Registry within ninety (90) days from the date of the Completion of the Development, unless and until such registration requirement is removed from the City of Jackson ordinances or is declared unenforceable in part or in whole by any court, or any administrative or governmental body;

c). Developer must obtain all construction permits, inspections, and approvals required by the City of Jackson Code of Ordinances and Resolutions and those of any other governmental agency having jurisdiction;

d). Developer agrees that the construction of the Development and the units located thereon shall result in an investment of approximately

$230,000 per unit, or approximately $12.2 million dollars in construction contract and hard cost contingency costs, subject to changes required by local, state, or federal authorities;

e). Income and expense reports are provided to the City Assessor annually, by January 31, 2025 or upon completion of gathering the data, whichever is first. Report to include:

- Type of unit
- Quantity of each type of unit
- Asking rents for each type of unit
- Vacancy rate
- Bad debt
- Additional income (coin laundry, vending, etc.)
- Operating expenses
- Detail of any capital improvement expenses (i.e. roof, windows, etc.)
- Reserves for replacement

iii. Commencement of the Development must occur within ninety (90) days from the date this Development Agreement is executed; and

iv. Completion of the Development must occur no later than twenty-four (24) months from the date of the Commencement of the Development.

E. INSPECTIONS. In the event Developer obtains title, it must permit inspections of the Property as needed by the City, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.

F. CITY'S DEVELOPMENT OBLIGATIONS. In order for the Development to have sufficient parking, the City agrees to provide the Developer with 37 parking passes that will utilize a City-owned parking lot (the "Parking Lot") that is located on certain property adjacent to the Property. The City agrees that it will not transfer ownership of the Parking Lot without the written consent of Developer. City acknowledges and agrees that Developer's right to consent to any transfer of the Parking Lot is in Developer's sole and absolute discretion. Notwithstanding any provision in this Agreement to the contrary, Developer can pursue any and all

remedies available to it at law or equity for City's breach of the requirements of this Section 2.F.

3. DEFAULT BY DEVELOPER. Developer shall be deemed to be in default of this Agreement if the Developer fails to comply with any covenants, clauses, provisions or agreements herein contained and such failure continues for thirty (30) days after written notice from the City to Developer, provided that the 30-day period shall be extended if Developer commences to cure such failure within the 30-day period and diligently pursues such cure thereafter. Upon default by Developer, this Agreement shall be null and void, and City shall not be required to perform any of the "City's Development Obligations" identified above.

**Commented [SG1]:** Not defined or outlined herein.

4. TAXES, UTILITIES, AND ASSESSMENTS. After acquiring title to the Property and passage of the proposed Ordinance attached as **Exhibit B**, Developer must pay the yearly payment in lieu of taxes amount, assessments, utilities, and outstanding debts related to the Property when such become due.

**Commented [SG2]:** Need copy.

5. CHANGE OF OWNERSHIP INTEREST. During the term of this Agreement and except for mortgages, security interests, and other liens to secure debt granted to Developer in connection with the Development, neither the managing member of the Development, nor any successor in interest to the managing member of the Developer, may transfer or otherwise change the ownership of the Property or duties under this Agreement, without the prior written approval of the City. Any such transfer or other change will not release, in any manner, the Developer or Developer's successors in interest, from any obligation under this Agreement, unless the City releases the Developer or his successors in interest in writing.

6. TERM OF AGREEMENT. The term of this Agreement shall be thirty (30) years from the date of execution in the event Developer acquires title, or until the Developer no longer has a payment in lieu of taxes tax exemption. The term of this Agreement may be extended by the mutual consent of both parties; provided however that this Agreement will not take

effect unless the proposed Ordinance attached as **Exhibit B** is passed by the City of Jackson City Council.

7. BINDING EFFECT. This Agreement binds the parties, and their respective successors, legal representatives, and assigns.

8. NON-DISCRIMINATION REQUIREMENT. The Developer, its successors and assigns, and every successor in interest to the Property or any part thereof, must not discriminate upon the basis of race, color, religion, sex, or national origin in the rental, use or occupancy of the Property or any improvements to be erected thereon, or any part thereof.

9. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms, and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties. Developer may not transfer, assign and/or convey its rights and obligations under this Agreement to an affiliated or related entity, without the consent of the City.

10. NOTICE. Except as otherwise specified herein, all notices, consents, approvals, requests, and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be effectuated by personal service with receipt obtained; certified mail or first-class mail with delivery proof; or nationally recognized overnight courier delivery service with next business day delivery. Notices must be addressed as follows:

| | |
|---|---|
| If to the City, to: | City of Jackson<br>161 West Michigan Avenue<br>Jackson, Michigan 49201<br>Attn: City Manager |
| With a copy to: | City Attorney's Office<br>161 West Michigan Avenue<br>Jackson, Michigan 49201<br>Attn: City Attorney |
| If to Developer, to: | The Blackstone Limited Dividend<br>Housing Association LLC<br>c/o Pivotal Housing Partners |

9100 Centre Pointe Drive, Suite 210
West Chester, OH 45069
Attn: Brian McGeady

11. INDEMNIFICATION. To the extent provided by law, Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively "the City") from and against all actions, claims, demands, judgments, losses, expenses, suits or action and attorney fees, for any injury or death of any person or persons, and loss or damage of the property of any person or persons whomsoever, including Developer or the City, and their respective agents, contractors, subcontractors, and employees, arising in connection with, or as a direct or indirect result of this Development Agreement. The provisions of this Development Agreement shall apply to each and every such injury, death, loss, and damage, however caused, whether due, or claimed to be due to Developer's negligence, City's negligence, Developer's and City's combined negligence, or otherwise; provided, however, Developer shall not be required to indemnify the City for such injury, death, loss, or damage caused by the City's sole negligence.

12. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality, and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.

13. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.

14. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as

Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and do not supplement, limit, or otherwise vary the text of this Agreement. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.

15. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.

16. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

17. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2022.

THE CITY OF JACKSON

By _____
Daniel Mahoney, Mayor

By _____
Andrea Muray,
City Clerk

STATE OF MICHIGAN )

)SS
COUNTY OF JACKSON )

The foregoing instrument was acknowledged before me, this _____ day of _____, 2020, by Daniel Mahoney and Andrea Muray, the Mayor and City Clerk of the City of Jackson, a Michigan municipal corporation, on behalf of the corporation.

_____
_____, Notary Public
Jackson County, Michigan
My commission expires _____

**DEVELOPER**

The Blackstone Limited Dividend
Housing Association LLC,
a Michigan limited liability company

By: Pivotal GP Holding LLC,
a Georgia limited liability company, its Sole Member

_____
By: _____
Its: _____

STATE OF OHIO )
)SS
COUNTY OF BUTLER )

The foregoing instrument was acknowledged before me, this ____ day of _____, 2022, by _____, _____of Pivotal GP Holding LLC, a Georgia limited liability company, the Sole Member of The Blackstone Limited Dividend Housing Association LLC, a Michigan limited liability company on behalf of the company.

_____
, Notary Public
County, Ohio
My commission expires:

**Exhibit A**

Land situated in the City of Jackson, County of Jackson, and State of Michigan, described as:

**PARCEL I:**

Tax Parcel ID: 1-0102.1000

A parcel of land located in the Southeast ¼ of Section 34, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan being Lot 12, Block 2 North, Range 1 West, Blackman's Addition to the Village (Now City) of Jackson, according to the recorded plat thereof, as recorded in Liber 3, Page 10, and more particularly described as:

Beginning at the Northwest Corner of said Lot 12, thence east 132.28 feet along the north line of lot 12, thence south 132.50 feet along the east line of Lot 12, thence west 132.17 feet along the south line of Lot 12, thence north 132.57 feet along the west line of Lot 12 to the point of beginning.

**PARCEL II:**

Portion of Tax Parcel ID: 1-0090.1000 described as:

A parcel of land located in the Southeast ¼ of Section 34, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan being Part of Lot 9, Block 2 North, Range 1 West, Blackman's Addition to the Village (Now City) of Jackson, according to the recorded plat thereof, as recorded in Liber 3, Page 10, and more particularly described as:

Beginning at the Northeast Corner of said Lot 9 being on the west line of the vacated alley, said alley being the second alley east of Blackstone Street, thence south along the east line of lot 9, 64 feet, thence west parallel to the north line of Lot 9, 30 feet, thence south parallel to the east line of Lot 9, to a point 12 feet north of the south line of Lot 9, thence west parallel to the south line of Lot 9 to the east line of Lot 12, said line being the west line of the vacated alley, said alley being the first alley east of Blackstone Street thence north to the northeast corner of lot 12, thence east to the point of beginning.

**PARCEL III:**

Portion of Tax Parcel ID: 1-0090.1000 described as:

A parcel of land located in the Southeast ¼ of Section 34, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan being Lot 11, Block 2 North, Range 1 West, Blackman's Addition to the Village (Now City) of Jackson, according to the recorded plat thereof, as recorded in Liber 3, Page 10, and more particularly described as:

Beginning at the Northwest Corner of said Lot 11, thence east 132.17 feet along the north line of lot 11, thence south 132.50 feet along the east line of Lot 11, thence west 132.05 feet along the south line of Lot 11, thence north 132.57 feet along the west line of Lot 11 to the point of beginning.

**Exhibit B**

**Pilot Ordinance**

ORDINANCE NO. 511

AN ORDINANCE TO PROVIDE FOR A SERVICE CHARGE IN LIEU OF TAXES FOR A HOUSING PROJECT FOR LOW INCOME PERSONS AND FAMILIES TO BE FINANCED BY AN ALLOCATION UNDER THE LIHTC PROGRAM BY THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY, PURSUANT TO THE PROVISIONS OF THE STATE HOUSING DEVELOPMENT AUTHORITY ACT OF 1966 (1966 PA 346, AS AMENDED; MCL 125.1401, *ET SEQ)* (THE "ACT").

WHEREAS, the City of Jackson has received an offer from The Blackstone Limited Dividend Housing Association LLC , a limited liability company organized under the laws of the State of Michigan and in accordance with Chapter 7 of the Michigan State Housing Development Authority Act of 1966, as amended, to construct a new housing project, "The Blackstone", an up to 53 unit but not less than 44 unit, four-story residential development for persons of low income, which offer is subject to the offeror's receipt of an allocation under the LIHTC Program by the Michigan State Housing Development Authority; and

WHEREAS, the offer provides that it may be accepted by the enactment of a tax exemption ordinance providing for the payment of a service charge in lieu of property taxes for the class of housing development.

NOW, THEREFORE, THE CITY OF JACKSON ORDAINS:

SECTION 1. This Ordinance shall be known and cited as the "City of Jackson Tax Exemption Ordinance No. __ – The Blackstone ".

SECTION 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its low income persons and families and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the Act. The City of Jackson is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses, not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for low income persons and families is a public necessity, and as the City of Jackson will be benefited and improved by

such housing, the encouragement of the same by providing real estate tax exemption for such housing is a valid public purpose. It is further acknowledged that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of all *ad valorem* taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of the housing projects that are constructed or rehabilitated with financing extended in reliance on such tax exemption.

The City of Jackson acknowledges that the Sponsor (as defined below) has offered, subject to receipt of an allocation under the LIHTC Program and pass-through bond by the Michigan State Housing Development Authority, to acquire, construct, own and operate a housing project on certain property located at 209 N. Blackstone and 221 W. Louis Glick Highway, Jackson, MI 49201 with the attached Exhibit A legal description in the City of Jackson to serve low income persons and families, and that the Sponsor has offered to pay the City of Jackson on account of this housing project an annual service charge for public services in lieu of all *ad valorem* property taxes.

SECTION 3. Definitions. As used in this Ordinance:

A. Act means the State Housing Development Authority Act, Public Act 346 of 1966, as amended. (MCL 125.1401, et seq; MSA 16.114(1), et seq.).

B. Authority means the Michigan State Housing Development Authority.

C. Contract Rents means the total Contract Rents (as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended) received in connection with the operation of a housing project during an agreed annual period, exclusive of Utilities.

D. Disabled means any person or family whose head, spouse, or sole member is a Person with disabilities as defined in 24 C.F.R. §5.403.

E. Low Income Persons or Families means low income persons or families as defined in Section 15(a)(7) of the Act.

F. Gross Potential Rents means the total potential rents as defined by the U.S. Department of Housing and Urban Development in regulations promulgated pursuant to Section 8 of the U.S. Housing Act of 1937, as amended, (as set forth in the schedule of charged rents that is to be provided to the City of Jackson on or before December 31 of each tax year) that could be charged to all sources if all units are occupied.

G. HUD means the U.S. Department of Housing and Urban Development

H. Mortgage Loan means a loan that is Federally-Aided (as defined in Section 11 of the Act) or a loan or grant, an allocation under the LIHTC Program by the Authority, or HUD or Authority pass-through bonds, made or to be made by the Authority to the Sponsor for

the construction, rehabilitation, acquisition and/or permanent financing of the housing project, and secured by a mortgage on the housing project.

I. Sponsor means The Blackstone Limited Dividend Housing Association LLC.

J. Utilities means charges for gas, electric, water, sanitary sewer, trash removal and other utilities furnished to the occupants that are paid by the housing project.

SECTION 4. Class of Housing Projects.

It is determined that the class of housing projects to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be housing projects for low income persons and families that are financed by an allocation under the LIHTC Program by the Authority. It is further determined that The Blackstone Limited Dividend Housing Association LLC's "The Blackstone" apartments are of this class.

SECTION 5. Establishment of Annual Service Charge.

The housing project and the property on which it is located shall be exempt from all *ad valorem* property taxes from and after the commencement of construction. The City of Jackson acknowledges that the Sponsor and the Authority have established the economic feasibility of the housing project in reliance upon the enactment and continuing effect of this Ordinance, and the qualification of the housing project for exemption from all *ad valorem* property taxes and a payment in lieu of taxes as established in this Ordinance. Therefore, in consideration of the Sponsor's offer to construct and operate the housing project, the City of Jackson agrees to accept payment of an annual service charge for public services in lieu of all *ad valorem* property taxes. Subject to receipt of a mortgage loan, cash, or an allocation under the LIHTC Program by the Authority, the annual service charge shall be six (6%) percent of the gross potential rents charged and (6%) of any non-monetary consideration of any form given in return for occupancy. There is no reduction for rents charged but not paid or not paid timely. There is no reduction for any utilities. Notwithstanding the foregoing, the parties agree that the annual service charge shall not exceed the *ad valorem* property taxes that would be paid if the property were not tax exempt.

SECTION 6. Contractual Effect of Ordinance.

Notwithstanding the provisions of section 15(a)(5) of the Act to the contrary, a contract between the City of Jackson and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payments in lieu of taxes, as previously described, is effectuated by enactment of this Ordinance.

SECTION 7. Limitation on the Payment of Annual Service Charge.

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the housing project that is tax exempt but which is occupied by other than low income persons or families shall be equal to the full amount of the taxes which would be paid

on that portion of the housing project if the housing project were not tax exempt.

SECTION 8. Payment of Service Charge.

The annual service charge in lieu of taxes as determined under this Ordinance shall be payable in the same manner as general property taxes are payable to the City of Jackson and distributed to the several units levying the general property tax in the same proportion as prevailed with the general property tax in the previous calendar year. The annual payment for each operating year shall be paid on or before June 1 of the following year. Collection procedures shall be in accordance with the provisions of the General Property Tax Act (1893 PA 206, as amended; MCL 211.1, *et seq).*

SECTION 9. Duration.

This Ordinance shall remain in effect and shall not terminate so long as a Mortgage Loan remains outstanding and unpaid, or the Authority or HUD has any interest in the property, including a regulatory agreement in connection with an allocation under the LIHTC Program or Section 8 assistance under the Act, but not more than thirty (30) years; provided, that:

A. Sponsor files with the City Assessor a certified notification of exemption, as required by Section 15a(l) of the Act; and

B. Pursuant to Section 15a(6) of the Act, the annual service charge to be paid in lieu of taxes for that part of the housing project which is occupied by other than persons of low income, shall be equal to the full amount of taxes that would be paid on that portion of the housing project if the housing project were not exempt; and

C. Acquisition of the housing project property described on Exhibit A by Sponsor occurs within 120 days of the effective date of this Ordinance.

SECTION 10. Severability.

The various sections and provisions of this Ordinance shall be deemed to be severable, and should any section or provision of this Ordinance be declared by any court of competent jurisdiction to be unconstitutional or invalid the same shall not affect the validity of this Ordinance as a whole or any section or provision of this Ordinance, other than the section or provision so declared to be unconstitutional or invalid.

SECTION 11. Effective Date.

This ordinance shall become effective thirty (30) days from the date of its adoption. All other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of their conflict.

The foregoing Ordinance No. 511 was adopted by the Jackson City Council on the 28th day of September 2021 and a summary was published on October 3, 2021.

Andrea Muray, City Clerk

Derek J. Dobies, Mayor

## Exhibit A

Land situated in the City of Jackson, County of Jackson, and State of Michigan, described as:

**PARCEL I:**

Tax Parcel ID: 1-0102.1000

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**PARCEL II:**

Portion of Tax Parcel ID: 1-0090.1000 described as:

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Portion of Tax Parcel ID: 1-0090.1000 described as:

A parcel of land located in the Southeast ¼ of Section 34, Town 2 South, Range 1 West, City of Jackson, Jackson County, Michigan being Lot 11, Block 2 North, Range 1 West, Blackman's Addition to the Village (Now City) of Jackson, according to the recorded plat thereof, as recorded in Liber 3, Page 10, and more particularly described as:

Beginning at the Northwest Corner of said Lot 11, thence east 132.17 feet along the north line of lot 11, thence south 132.50 feet along the east line of Lot 11, thence west 132.05 feet along the south line of Lot 11, thence north 132.57 feet along the west line of Lot 11 to the point of beginning.

**B. Second Reading of a Proposed PILOT for the Blackstone Limited Dividend Housing Association LLC**

**Recommendation:** *Second reading/final approval for the Blackstone Limited Dividend Housing Association LLC.*

Motion was made Councilmember Alexander, seconded by Councilmember Forgrave to approve the second reading/final adoption for the Blackstone Limited Dividend Housing Associations, LLC. Vote – Yeas: Mayor Dobies, Vice Mayor Robinson, Councilmembers Dancy, Alexander, Schlecte, Bunnell, and Forgrave (7). Nays: none. Motion carried.

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The foregoing is an excerpt from the City Council Proceedings of September 28, 2021

Andrea Muray, City Clerk

JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Telephone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Honorable Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15th, 2023

**SUBJECT:** Allocation of funds for demolition of structures

---

**Recommendation:** Approve a budget amendment from budge year 2023/2024 to reallocate $193,402 from the General Fund to the Building Demolition Fund.

Your consideration and concurrence is appreciated.

---

# DEPARTMENTAL REPORT

**MEMO TO:** Honorable Mayor and City Council Members

**FROM:** Jonathan Greene, City Manager

**DATE:** **Council Meeting August 15th, 2023**

**RECOMMENDATION:** Approve a budget amendment from budge year 2023/2024 to reallocate $193,402 from the General Fund to the Building Demolition Fund.

## SUMMARY

There are approximately 40 structures throughout the City that are pending demolition, eight of which are in urgent need of being razed due to the safety hazards and negative impact on the surrounding properties. The 2023/2024 budget did not include an allocation to the Building Demolition Fund (BDF). The BDF is used to account for revenues earmarked for building demolition expenditures that are not otherwise funded with Brownfield Redevelopment or CDBG monies. BDF is used to account for the receipts and expenditures related to the cost of demolitions determined necessary by the Building Inspection Department and upheld by the City's Building Board Code of Examiners and Appeals. All structures identified for demolition have been deemed a dangerous/ unsafe and a public nuisance.

## BUDGETARY CONSIDERATIONS

$193,402 re-allocation from the General Fund to the Building Demolition Fund
Average demolition Cost 2023: $18.23 Sq/Ft – Plus remediation cost

## POSITIONS

Demolition funds were not allocated to the 2023/2024 Building Demolition Fund. Staff is requesting a budget amendment to direct $193,402 of General fund Dollars to the BDF. To increase transparency of the demolition program, the decision to bring all demolition projects before City Council if General Fund dollars would be required is most prudent. Chief Building Official Brian Taylor identified eight of approximately 40 structures on the City's demolition list that are in urgent need of being razed due to the negative impact on the surrounding properties and neighborhood. Seven of the eight structures were victim of fire. All structures were condemned by the Chief Building Official. Hearings were held by the Building Board Code of Examiners and Appeal (BCBA). Each property condemnation was upheld by the BCBA.

BCBA entered orders authorizing the Community Development Department to demolish the structures or otherwise make safe. All properties owners were provided an opportunity to attend the BCBA Hearing to present evidence and to testify as to the dangerous conditions and as to whether they should be allowed to re-occupy the structure.

If funds are authorized to complete the demolitions. Staff will put the projects out to bid. Once the bid award are granted. City Staff will work with contractors to work expeditiously to remove the unsafe, blighted structures from the Community.

Staff recommends Council approval demolition of 809 S Blackstone, 110 E Wilkins, 707 Seymour, 717 Fifth, 515 Oak, 441 Jefferson, 1205 Linwood and 140 Bates.
ATTACHMENTS: Property Photos and correspondence packets attached.

8 Properties to take to City Council in ~~July~~ August to request funding

Average Demolition cost/ft. 2023- $18.23/ft.

| Address | Home size | Demo cost estimate |
|---|---|---|
| 809 S. Blackstone | 1394 sq. ft. | $25,413 |
| 110 E. Wilkins | 1911 sq. ft. | $34,837 |
| 707 Seymour | 1318 sq. ft. | $24,027 |
| 717 Fifth St | 864 sq. ft. | $15,751 |
| 515 Oak St. | 1691 sq. ft. | $30,827 |
| 441 Jefferson St. | 1208 sq. ft. | $22,022 |
| 1205 Linwood | 784 sq. ft. | $14,292 |
| 140 Bates St. | 1439 sq. ft. | $26,233 |
| | | $193,402 |

**City of Jackson, Michigan**
**Resolution to Amend the Fiscal Year**
**2023/2024 Budget**

**WHEREAS**, the City adopted the 2023/2024 Budget on May 23, 2023; and

**WHEREAS**, the Demolition Funds were not allocated to the 2023/2024 Building Demolition Fund; and

**WHEREAS**, the Community Development Department anticipates expenditures for the demolition of condemned structures within the City limits; and

**WHEAREAS**, sufficient funds exist in the General Fund to offset the increased expenditures;

**NOW, THEREFORE, BE IT RESOLVED**, that the fiscal year 2023/2024 budget be amended as follows:

| | | Increase | Decrease |
|---|---|---|---|
| | **General Fund** | | |
| **REVENUE:** | | | |
| 101-000-000-699.000 | Appropriation from General Fund | $ 193,402 | $ - |
| | | **$ 193,402** | **$ -** |
| **EXPENDITURES:** | | | |
| 101-965-000-995.252 | Contibution to Building Demoliton Fund | $ 193,402 | $ - |
| | | **$ 193,402** | **$ -** |
| | **Building Demolition Fund** | | |
| **REVENUE:** | | | |
| 252-000-000-699.101 | Contibution from General Fund | $ 193,402 | $ - |
| | | **$ 193,402** | **$ -** |
| **EXPENDITURES:** | | | |
| 252-371-000-818.000 | Contractual Services | $ 6,200 | $ - |
| 252-371-000-818.004 | Building Demolitions | 187,202 | - |
| | | **$ 193,402** | **$ -** |

* * * * * *

State of Michigan }
} ss.
County of Jackson }

I, Andrea Muray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 15th day of August, 2023.

**IN WITNESS WHEREOF**, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 16th day of August, 2023.

Andrea Muray, City Clerk

CITY OF JACKSON
Founded 1829

**Community Development Department**

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

# OFFICIAL NOTICE AND ORDER

January 25, 2023

CERTIFIED MAIL RECEIPT: 9214 8901 0661 5400 0182 8070 59

TO: BRONSON ALEX & BROWN JERRY
809 S BLACKSTONE ST
JACKSON MI 49203

RE: 809 S BLACKSTONE ST (HOUSE)

**YOU ARE HEREBY NOTIFIED** that the above listed structure was inspected and posted "Dangerous and Unsafe" by the City of Jackson's Community Development Department on January 13, 2023. The structure is deemed to be dangerous and a public nuisance as defined by Chapter 17, Section 17-1 et seq. of the Jackson City Code:

17-26(5) Whenever for any reason whatsoever, a building or structure or any portion is manifestly unsafe for the purpose for which it is used. (Unsafe for intended use)

17-26(6) Whenever a building or structure has been so damaged by fire or wind or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children who might play therin, or as to afford a refuge for disorderly persons as defined by Chapter 18-82 of the Code of the City of Jackson. (Structure is damaged by fire, wind or rain)

17-26(7) Whenever a building or structure used, designed to be used, or zoned for dwelling purposes, because of dilapidation, decay, damaged, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation or is in a condition that is likely to work injury to the health, safety, or general welfare of its inhabitants or the general public. Violations of Chapter 14 may be used as the basis for a finding that a particular structure used, designed to be used, or zoned for dwelling purposes is unsanitary or unfit for human habitation because of dilapidation decay, damage, faulty construction, faulty arrangement or otherwise. (Unsanitary or unfit for habitation)

17-26(8) Whenever a building or structure designed or zoned for use as a residence has remained vacant and boarded up for a period in excess of six (6) continuous months and has been found to be unfit for human habitation after inspection under Chapter 14 of this City code by the Building Inspection Division of the Department of Neighborhood and Economic Operations. (Vacant and boarded up for over six months)

17-26(11) Whenever a building or structure has become damaged to such an extent that the cost of repairs necessary to place the building or structure in a safe, sound and sanitary condition exceeds one hundred (100) percent of the true cash value as reflected in the assessment rolls before the structure became unsafe.

**INSPECTOR COMMENTS: Exterior of home lacking appropriate coverings with siding deteriorated and falling off or missing. Entire roofing system stripped for several months and lacking appropriate roof coverings allowing the elements clear access into the home (no felt, ice and water, shingles, flashings). Weakened foundation on south side allowing the home to settle. Broken and/or missing windows throughout home. Interior gutted of all wall and ceiling coverings and finishes to include all trims. Lack of essential electric, gas and water services. Wiring system vandalized throughout home. Plumbing system vandalized throughout home. Mechanical system in-operable and vandalized. Flooring water soaked and stained throughout home. Home to be found in a blighted condition and to be unfit, unsafe, and a detriment to the surrounding neighborhood.**

A plumbing permit is required for all plumbing system violations cited in this report. All plumbing work must be completed by a licensed plumbing contractor.

A mechanical permit is required for all mechanical system violations cited in this report. All mechanical work must be completed by a licensed mechanical contractor.

An electrical permit is required for all electrical system violations cited in this report. All electrical work must be completed by a licensed electrical contractor.

A building permit is required for violations cited in this report. All structural, roofing, windows, stairway, foundation or similar building related work must be completed by a licensed maintenance and alteration or residential building contractor.

**YOU ARE ORDERED TO:**

1. **VACATE THE STRUCTURE IMMEDIATELY**;

2. Within **7 DAYS** from the date of this notice, either secure a demolition permit **OR** building permit. All work must be completed within **28 DAYS** from the date of this notice.
3. Have all work inspected and approved by the Community Development Department.
4. Do not re-occupy the structure until authorized in writing by the Community Development Department.
5. Do not transfer the property or structure to another person without first giving notice to the buyer and filing an "Affidavit of Disclosure" indicating that the new owner has been advised of and will fully accept and comply with outstanding code violations. (The Affidavit of Disclosure form is available from the Community Development Department, 161 W. Michigan Avenue, 3rd Floor).

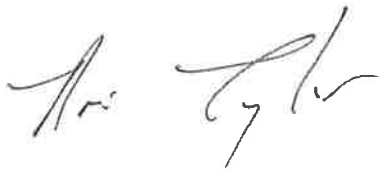
**PLEASE BE ADVISED** no person shall enter this structure except for the purpose of either making the required repairs or the demolition of the structure. If this Notice and Order is not complied with during the time period specified above, the City of Jackson's Community Development Department will start proceedings to abate the nuisance, which will result in a hearing before the Building Code Board of Examiners and Appeals. If you disagree with this Notice and Order from the Community Development Department, you may attend the hearing before the Building Code Board of Examiners and Appeals and show cause why this Notice and Order should not be upheld or why you cannot comply with it.

The Building Code Board of Examiners and Appeals may enter an Order authorizing the Community Development Department to **demolish or otherwise make safe** the structure with all costs being the responsibility of the owner(s). **You will be invoiced for these costs. If you fail to make full payment on the invoice, these costs will be assessed against the property as a special assessment and the City of Jackson may sue the owner(s) in court for these costs without losing the LIEN filed against the property under the special assessment. The City can take all necessary steps to enforce any court judgment.**

**IF YOU ARE A NON-OWNER OCCUPANT OF THE STRUCTURE,** you may attend the hearing to present evidence and testify as to the dangerous conditions and as to whether you should be allowed to re-occupy the structure. All non-owner occupants who have vacated the structure and wish to testify before the Building Code Board of Examiners and Appeals must notify the Community Development Department of their new address so that they may be notified of the time, date, and place of all hearings.

**PLEASE NOTE** that pursuant to Section 5.3 of the City of Jackson code of Ordinances, all garages, sheds and accessory structures or temporary structures, including but not limited to poles, decks, fences, retaining walls, carports, pools and play structures will also be demolished and/or removed from the property and the property owner will not be entitled to any reimbursement.

Sincerely,



Brian Taylor
Chief Building Official

pc File

## RESOLUTION

**BY THE CITY COUNCIL:**

**WHEREAS**, the City has a Dangerous Structures Ordinance, being Sections 17-26 and 17-27 of the Jackson City Code of Ordinances; and

**WHEREAS**, the Dangerous Structures Ordinance allows the City to collect fees for costs and expenses incurred by the City in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the Dangerous Structures Ordinance provides in part that such fees for costs and expenses shall be established by Resolution of the City Council; and

**WHEREAS**, the Department of Neighborhood and Economic Operations, Division of Building Inspection, has carefully reviewed the costs and expenses incurred in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the City Council has not increased the costs and expenses for proceedings before the City's Building Code Board of Examiners and Appeals since 1996; and

**WHEREAS**, the City Council considered the proposed Schedule at its April 13, 2010 meeting and voted to adopt the Schedule as recommended by the Finance Committee;

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to Chapter 17, Article II of the Jackson City Code, the following is hereby adopted as fees for the costs and expenses identified in Subsection 17-27 (n) of the City's Dangerous Structures Ordinance:

Any dangerous building or structure posted with a hazardous notice and order as open and accessible or a notice to vacate as unfit for human habitation ..... $ 75.00

Monthly monitoring fee for condemned, hazardous, or vacated properties ..... $ 20.00

Any dangerous building or structure posted with a condemned notice and order that is repaired in accordance with said Notice and Order ..... $ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals conducts a public hearing and enters a Decision and Order to either continue or dismiss the hearing ..... $ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals enters a Decision and Order to uphold a Notice and Order including recording of a Notice of Decision and Order ..... $ 330.00

Any follow up inspections required for Building Code Board of Examiners and Appeals hearings whether before or after a final decision ..... $ 45.00

The recording of a Release of a Notice of Decision and Order of Condemnation..... $ 40.00

**BE IT FURTHER RESOLVED** that a copy of the fee schedule shall be provided to the property owner with the first mailing of the Notice and Order; provided, however, all demolition costs, if any, which may be incurred by the City pursuant to a demolition of a dangerous structure, shall continue to be assessed and collected as provided in the Dangerous Structures Ordinance;

**BE IT FURTHER RESOLVED** that any provision of any other Resolution which is in conflict with this Resolution shall be, and the same is hereby, rescinded.

* * * * * *

State of Michigan )
County of Jackson ) ss
City of Jackson )

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on September 25, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan on this 26th day of Sept., 2012.

Lynn Fessel

Lynn Fessel, City Clerk

CITY OF JACKSON
Founded 1829

**Community Development Department**

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

# BUILDING CODE BOARD OF EXAMINERS AND APPEALS IN REGARD TO THE MATTER OF: 809 S BLACKSTONE ST (HOUSE) DECISION AND ORDER

At a session of said Building Code Board of Appeals held in the City of Jackson, County of Jackson, State of Michigan on the 25th day of May, 2023.

Upon hearing the evidence and examining the exhibits, the Building Code Board of Examiners and Appeals finds that the Notice and Order served upon the Owner(s) of record BRONSON ALEX & BROWN JERRY is hereby UPHELD.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the structure located at 809 S BLACKSTONE ST is a dangerous structure as defined by Chapter 17, Sections 17-26 (5, 6, 7, 8 & 11) and 17-27 of the Code of the City of Jackson, because:

**INSPECTOR COMMENTS: Exterior of home lacking appropriate coverings with siding deteriorated and falling off or missing. Entire roofing system stripped for several months and lacking appropriate roof coverings allowing the elements clear access into the home (no felt, ice and water, shingles, flashings). Weakened foundation on south side allowing the home to settle. Broken and/or missing windows throughout home. Interior gutted of all wall and ceiling coverings and finishes to include all trims. Lack of essential electric, gas and water services. Wiring system vandalized throughout home. Plumbing system vandalized throughout home. Mechanical system in-operable and vandalized. Flooring water soaked and stained throughout home. Home to be found in a blighted condition and to be unfit, unsafe, and a detriment to the surrounding neighborhood.**

The Owner(s) failed to comply with the requirements of the Notice and Order dated January 25, 2023.

IT IS FURTHER ORDERED AND ADJUDGED that the Building Inspection Division shall cause said structure to be demolished or otherwise made safe, with the cost of same to be the responsibility of the Owner(s).

**IF YOU DO NOT AGREE WITH THIS DECISION AND ORDER OF THE BUILDING CODE BOARD OF APPEALS, YOU MAY APPEAL IT TO THE CIRCUIT COURT BY FILING A PETITION FOR A TEMPORARY RESTRAINING ORDER AND A COMPLAINT FOR AN ORDER OF SUPERINTENDING CONTROL WITHIN TWENTY (20) DAYS OF THE DATE OF THIS DECISION. YOU MUST ALSO SERVE A COPY OF THE PETITION AND TEMPORARY ORDER UPON THE CITY OF JACKSON WITHIN THAT TIME PERIOD TO STOP ANY CITY ACTION TAKEN TOWARD THE PROPERTY.**

**PLEASE NOTE THAT THE CITY OF JACKSON WILL, BY SPECIAL ASSESSMENT, ASSESS ALL COSTS INCURRED TO ENFORCE THIS DECISION AND ORDER AGAINST THE PROPERTY AND THE CITY OF JACKSON MAY FILE SUIT TO RECOVER THESE COSTS AGAINST THE OWNER(S) WITHOUT LOSING ITS RIGHT TO PLACE A LIEN ON THE PROPERTY.**

**DATE:** 5/25/2023

Jason Covalle

Bill Benedetto

Mark Fish

Chad Everett

Cory Richardson


EVERBUILT



**809 S Blackstone St** **Condemnation Photos** **1/13/2023**






**809 S Blackstone St** **Condemnation Photos** **1/13/2023**











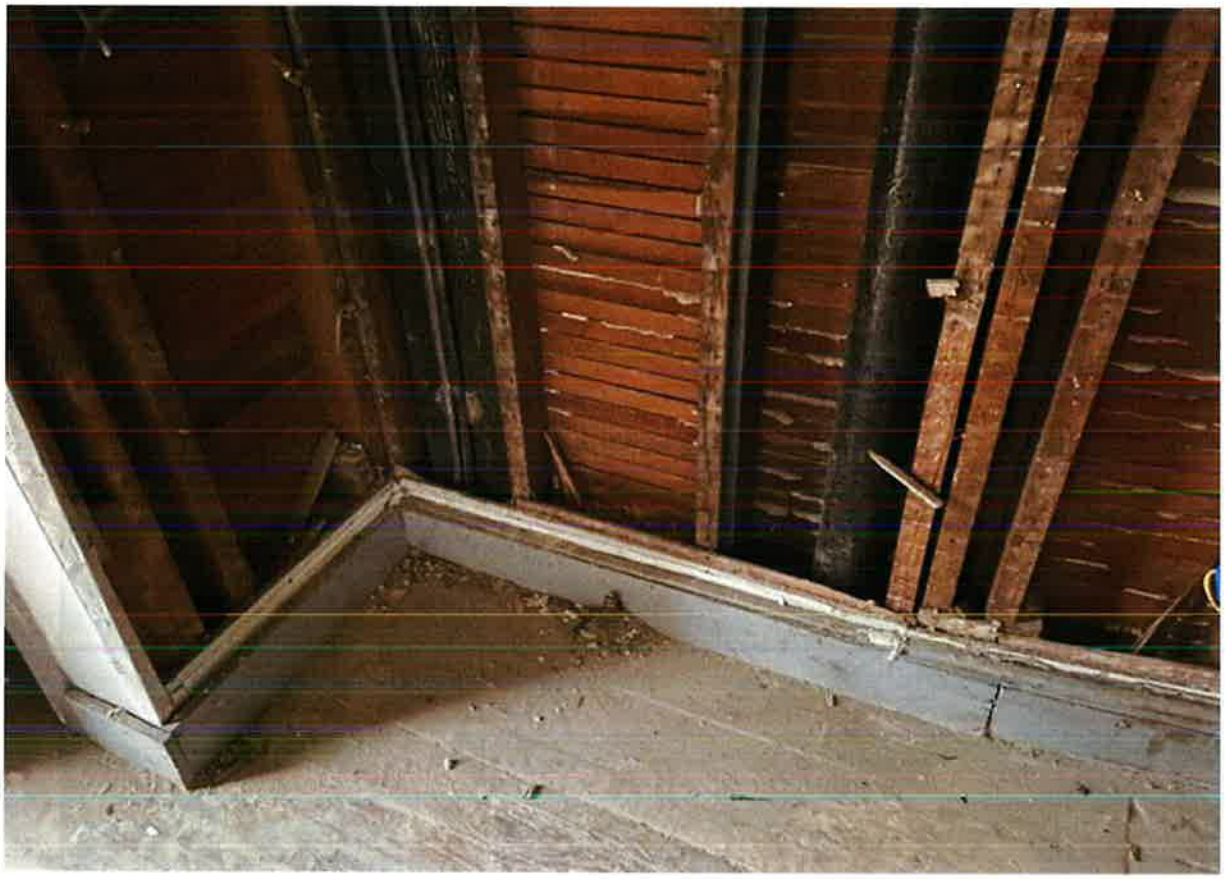










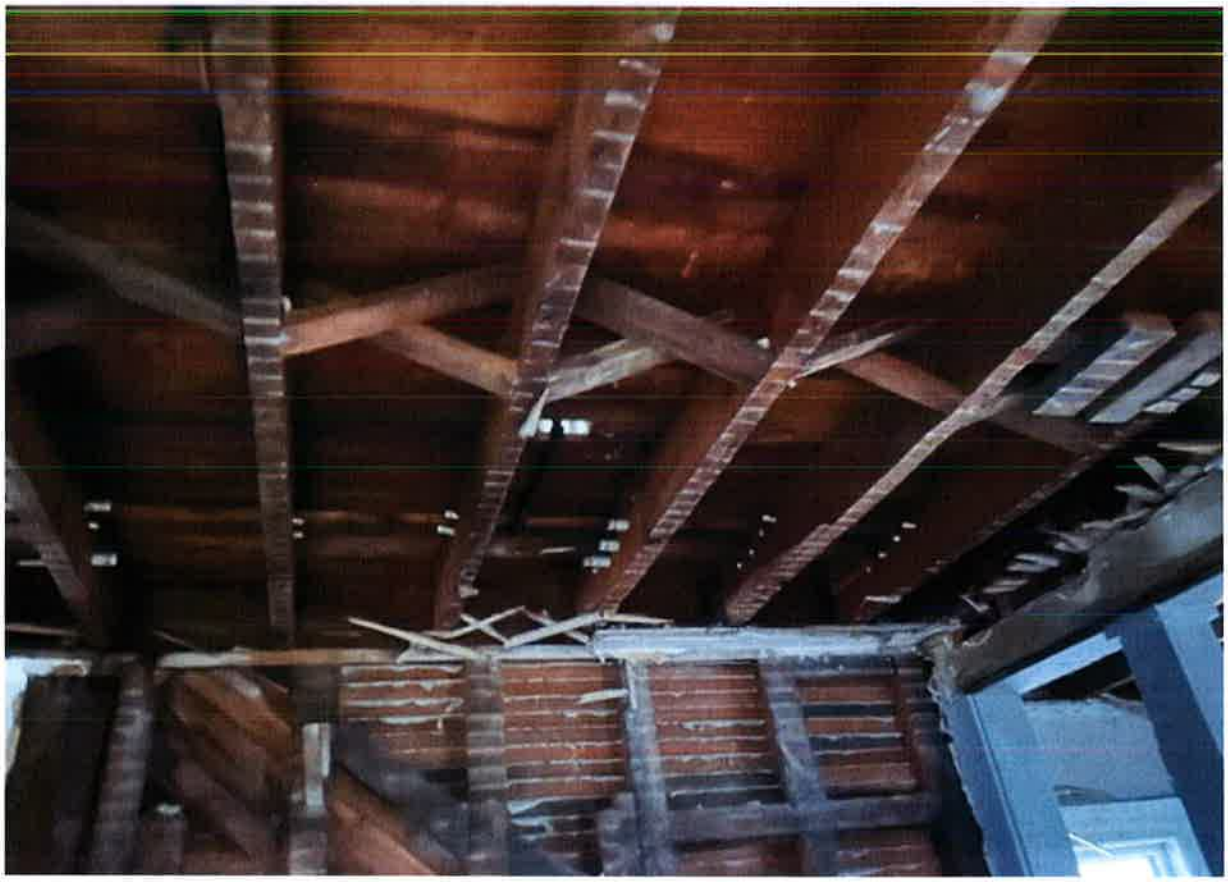






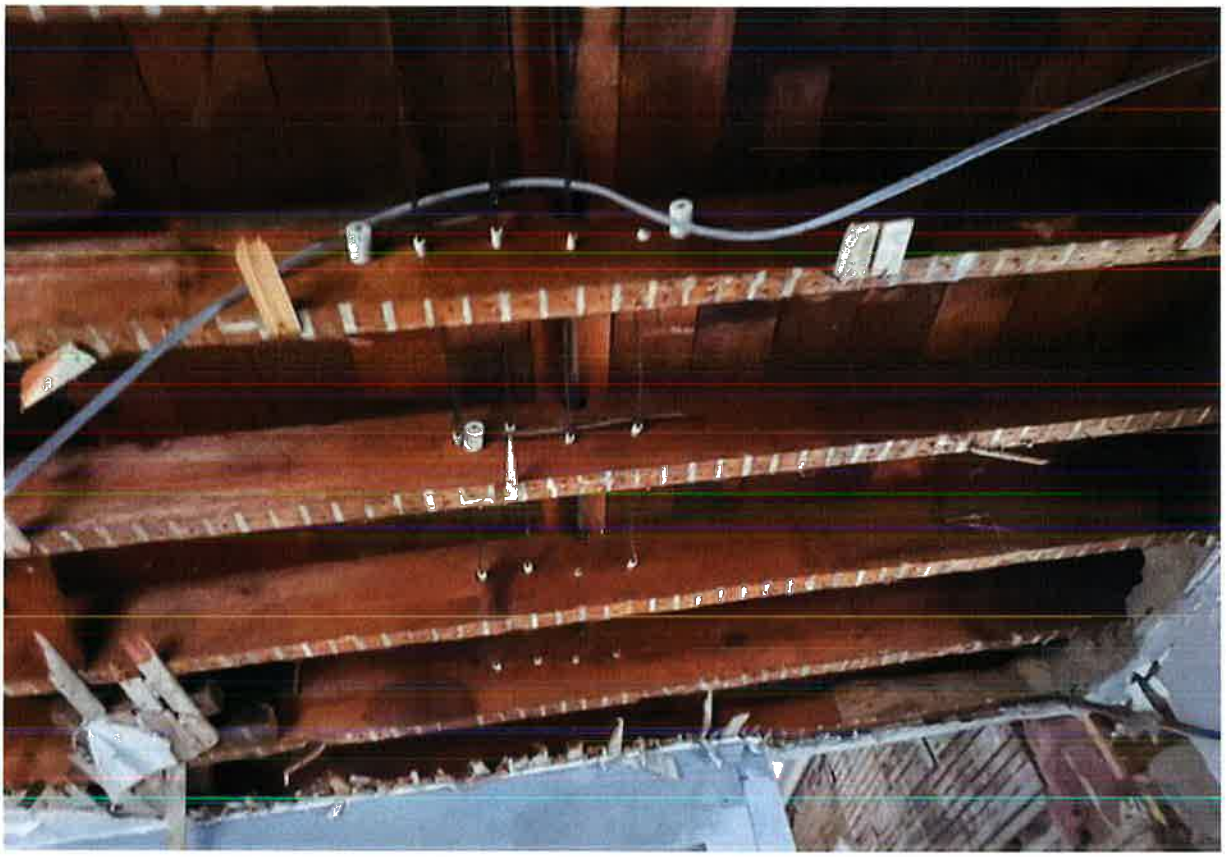


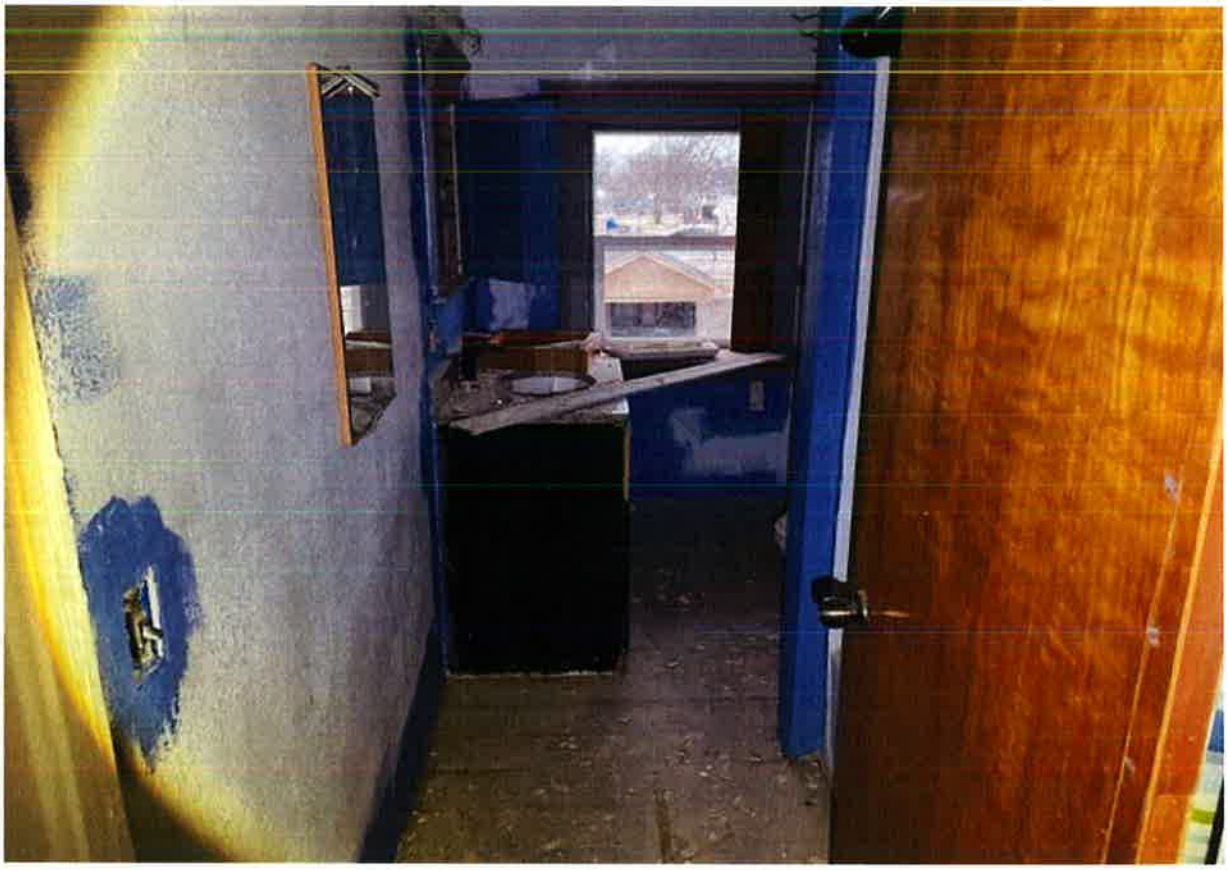












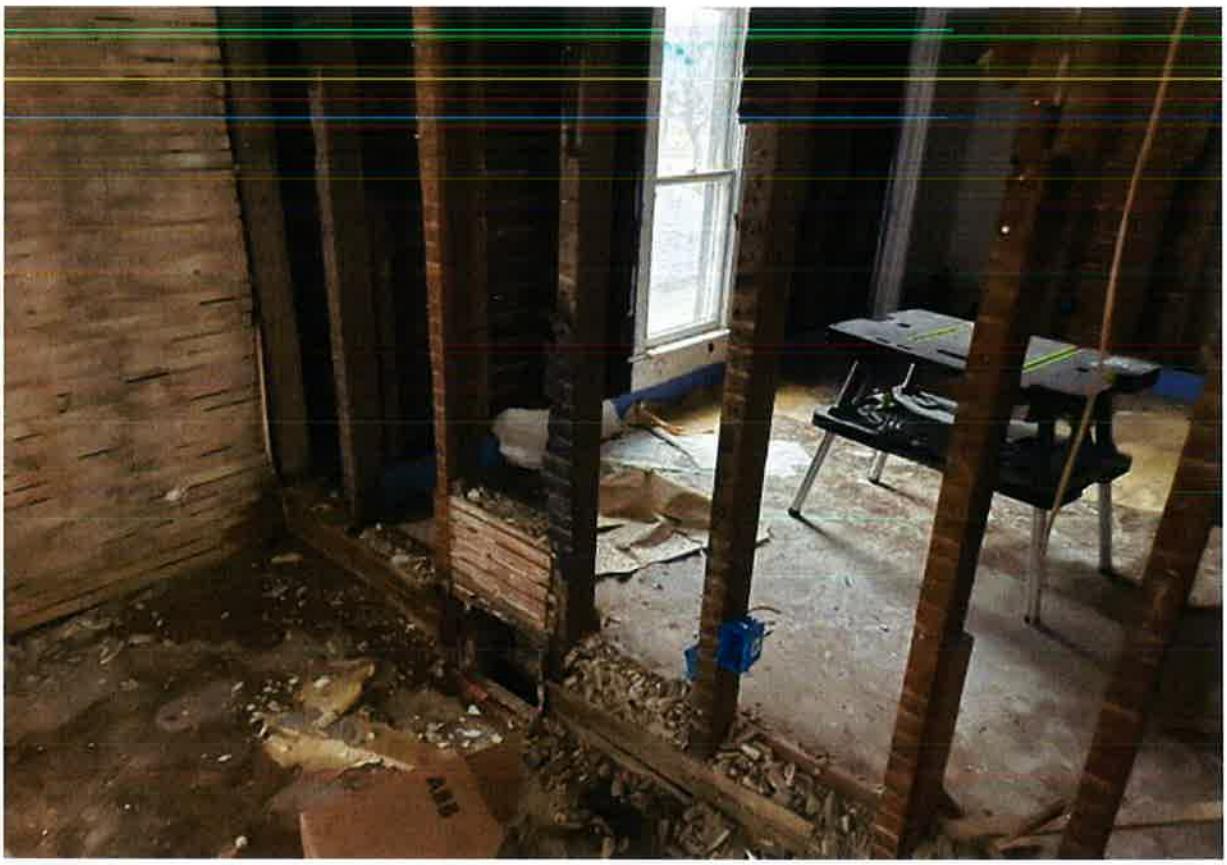
**809 S Blackstone St** **Condemnation Photos** **1/13/2023**





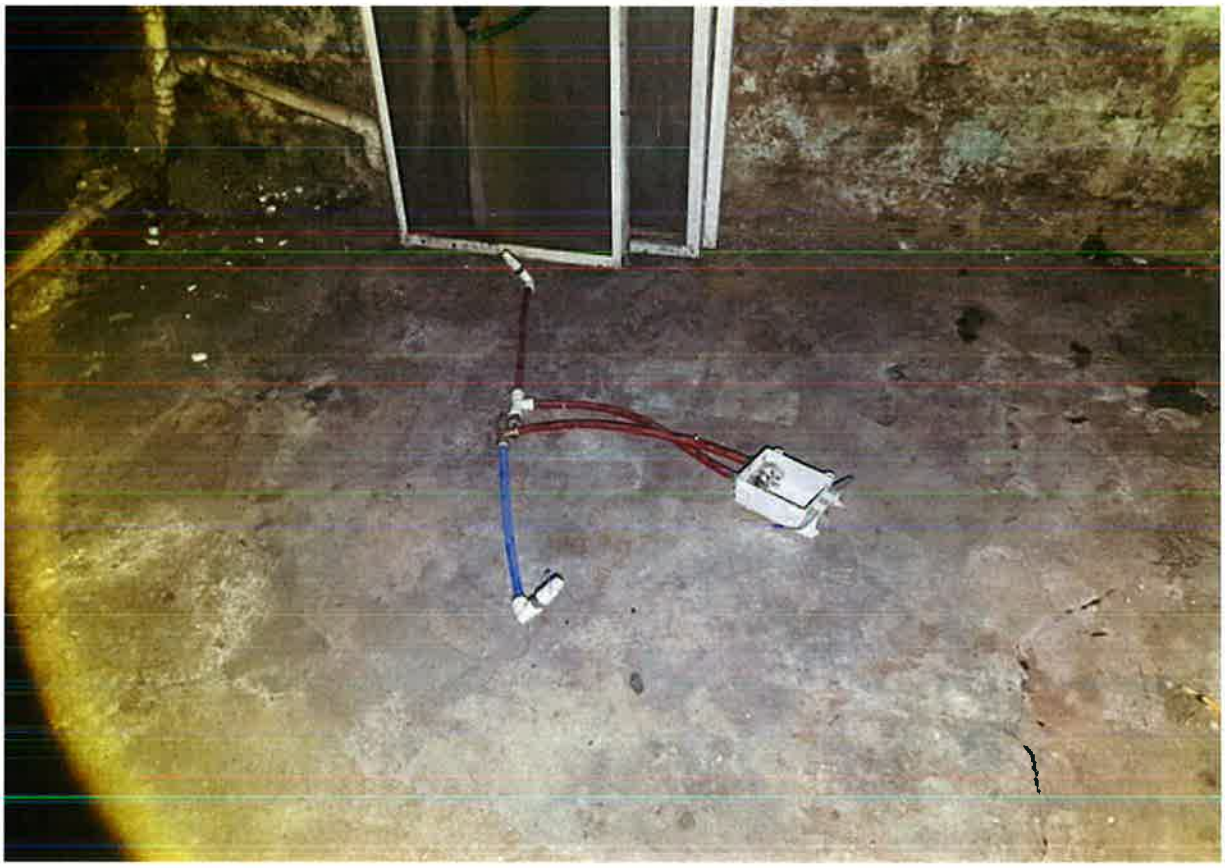
**809 S Blackstone St** **Condemnation Photos** **1/13/2023**

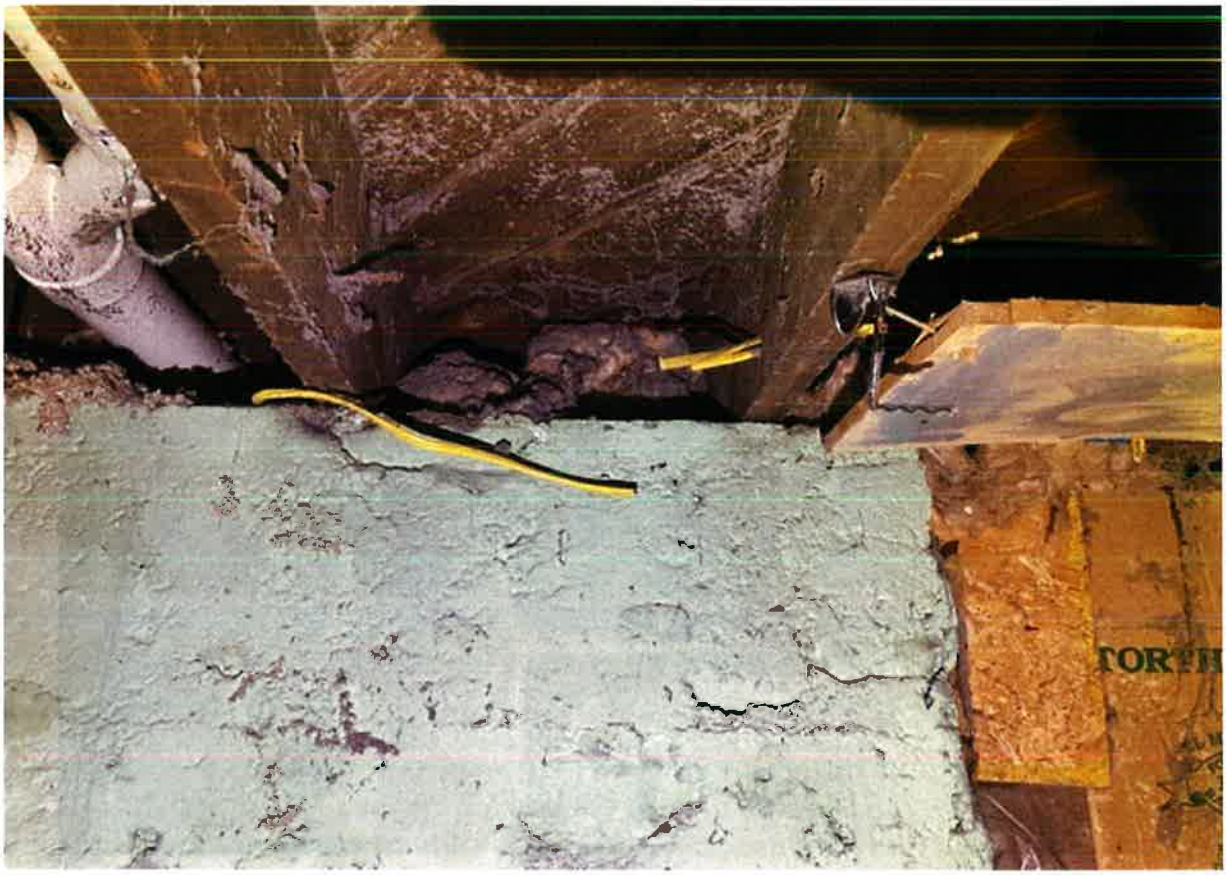








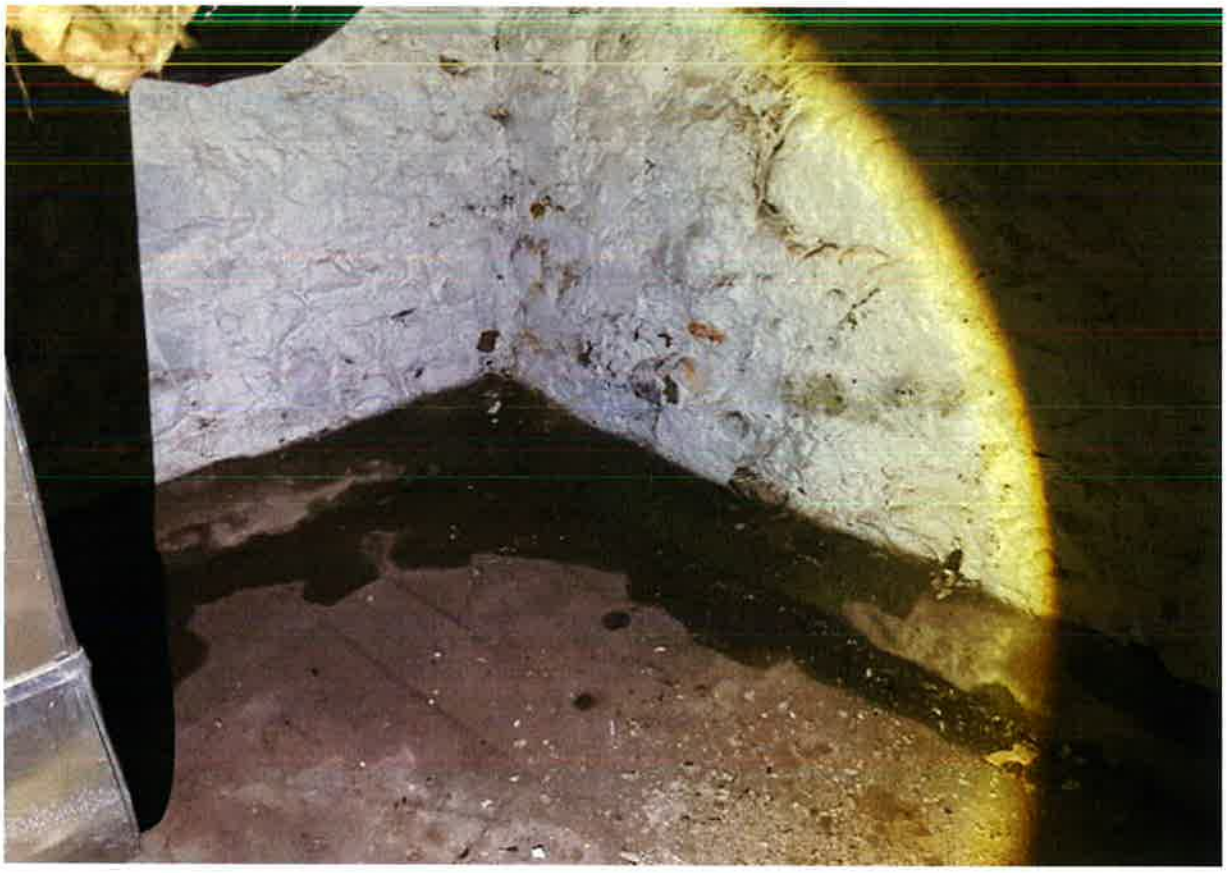


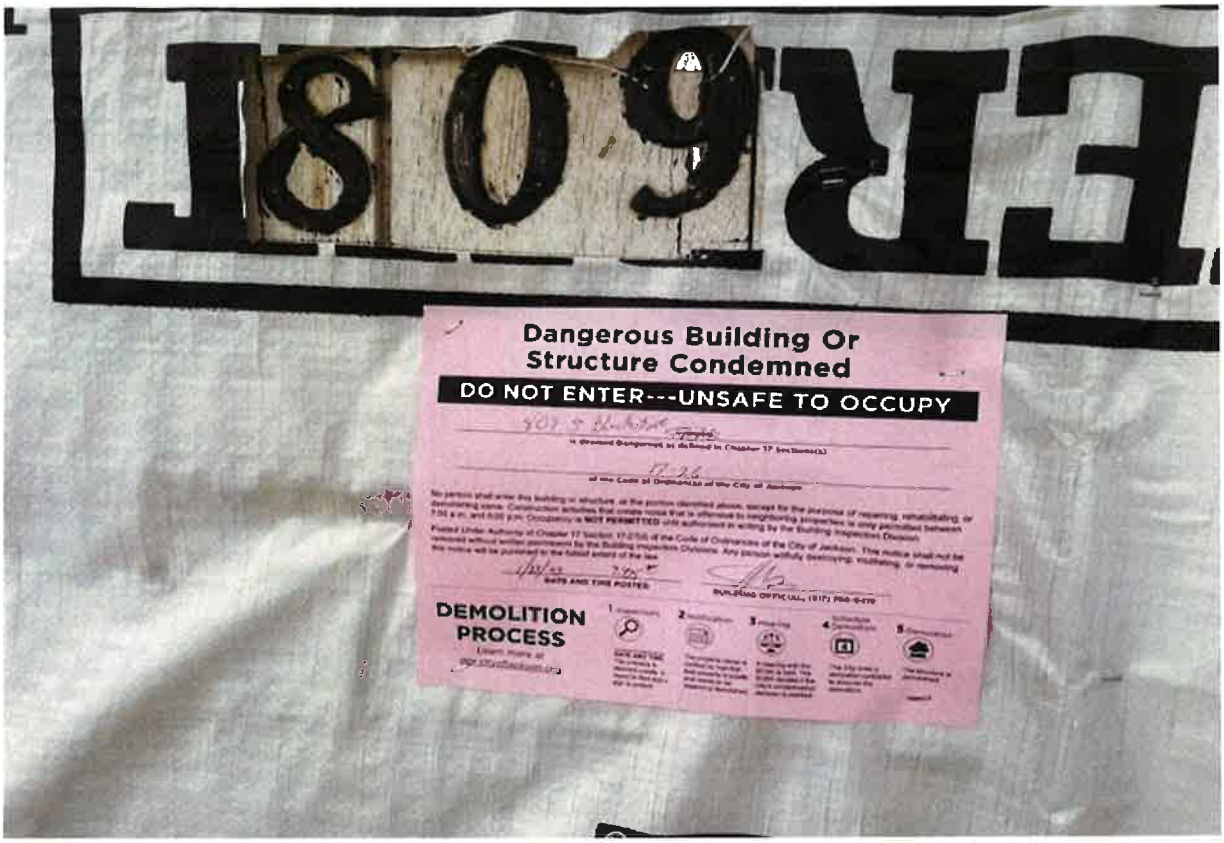











Dangerous Building Or
Structure Condemned
DO NOT ENTER---UNSAFE TO OCCUPY
DEMOLITION
PROCESS


EVERBILT

CITY OF JACKSON
Founded 1829

**Community Development Department**

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

# OFFICIAL NOTICE AND ORDER

April 12, 2023

CERTIFIED MAIL RECEIPT: 9214 8901 0661 5400 0185 1259 14

TO: GITTENS ANTHONY
746 DOUGLAS ST
JACKSON MI 49203

RE: 110 E WILKINS ST (HOUSE)

**YOU ARE HEREBY NOTIFIED** that the above listed structure was inspected and posted "Dangerous and Unsafe" by the City of Jackson's Community Development Department on April 12, 2023. The structure is deemed to be dangerous and a public nuisance as defined by Chapter 17, Section 17-1 et seq. of the Jackson City Code:

17-26(2) Whenever any portion has been damaged by wind, floods, or by any other cause, to such degree that its structural strength or stability is significantly weakened or is less than minimum required by the City of Jackson Building Code for a new building or structure, similar in purpose and location. (Weakened structural integrity)

17-26(5) Whenever for any reason whatsoever, a building or structure or any portion is manifestly unsafe for the purpose for which it is used. (Unsafe for intended use)

17-26(6) Whenever a building or structure has been so damaged by fire or wind or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children who might play therin, or as to afford a refuge for disorderly persons as defined by Chapter 18-82 of the Code of the City of Jackson. (Structure is damaged by fire, wind or rain)

17-26(7) Whenever a building or structure used, designed to be used, or zoned for dwelling purposes, because of dilapidation, decay, damaged, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation or is in a condition that is likely to work injury to the health, safety, or general welfare of its inhabitants or the general public. Violations of Chapter 14 may be used as the basis for a finding that a particular structure used, designed to be used, or zoned for dwelling purposes is unsanitary or unfit for human habitation because of dilapidation decay, damage, faulty construction, faulty arrangement or otherwise. (Unsanitary or unfit for habitation)

17-26(9) Whenever a building of structure becomes vacant and open at the doors, windows, walls, roof, or other appurtenances, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers. (Open and accessible)

17-26(11) Whenever a building or structure has become damaged to such an extent that the cost of repairs necessary to place the building or structure in a safe, sound and sanitary condition exceeds one hundred (100) percent of the true cash value as reflected in the assessment rolls before the structure became unsafe.

**INSPECTOR COMMENTS: Fire damage to structure. Rear half/north side of house severely damaged by fire with exterior wall systems in weakened conditions and fully open to the elements. Interior walls/ceilings/ floors fire damaged with smoke and water damage throughout. Electrical, plumbing and mechanical systems damaged by fire/smoke/water. Windows and doors to home broken out leaving structure open and accessible. . Rear second story stairway damaged by fire and unsafe. Roof fire damaged with roof system open to the elements. Lack of all essential utilities. Home to be**

**dangerous and unsafe, unfit for human habitation and in a blighted condition to the surrounding neighborhood.**

A plumbing permit is required for all plumbing system violations cited in this report. All plumbing work must be completed by a licensed plumbing contractor.

A mechanical permit is required for all mechanical system violations cited in this report. All mechanical work must be completed by a licensed mechanical contractor.

An electrical permit is required for all electrical system violations cited in this report. All electrical work must be completed by a licensed electrical contractor.

A building permit is required for violations cited in this report. All structural, roofing, windows, stairway, foundation or similar building related work must be completed by a licensed maintenance and alteration or residential building contractor.

**YOU ARE ORDERED TO:**

1. **VACATE THE STRUCTURE IMMEDIATELY**;

2. Within **7 DAYS** from the date of this notice, either secure a demolition permit **OR** building permit. All work must be completed within **28 DAYS** from the date of this notice.
3. Have all work inspected and approved by the Community Development Department.
4. Do not re-occupy the structure until authorized in writing by the Community Development Department.
5. Do not transfer the property or structure to another person without first giving notice to the buyer and filing an "Affidavit of Disclosure" indicating that the new owner has been advised of and will fully accept and comply with outstanding code violations. (The Affidavit of Disclosure form is available from the Community Development Department, 161 W. Michigan Avenue, 3rd Floor).

**PLEASE BE ADVISED** no person shall enter this structure except for the purpose of either making the required repairs or the demolition of the structure. If this Notice and Order is not complied with during the time period specified above, the City of Jackson's Community Development Department will start proceedings to abate the nuisance, which will result in a hearing before the Building Code Board of Examiners and Appeals. If you disagree with this Notice and Order from the Community Development Department, you may attend the hearing before the Building Code Board of Examiners and Appeals and show cause why this Notice and Order should not be upheld or why you cannot comply with it.

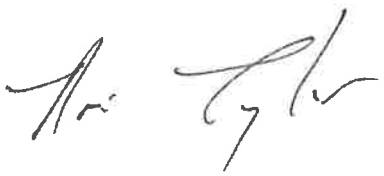
The Building Code Board of Examiners and Appeals may enter an Order authorizing the Community Development Department to **demolish or otherwise make safe** the structure with all costs being the responsibility of the owner(s). **You will be invoiced for these costs. If you fail to make full payment on the invoice, these costs will be assessed against the property as a special assessment and the City of Jackson may sue the owner(s) in court for these costs without losing the LIEN filed against the property under the special assessment. The City can take all necessary steps to enforce any court judgment.**

**IF YOU ARE A NON-OWNER OCCUPANT OF THE STRUCTURE,** you may attend the hearing to present evidence and testify as to the dangerous conditions and as to whether you should be allowed to re-occupy the structure. All non-owner occupants who have vacated the structure and wish to testify before the Building Code Board of Examiners and Appeals must notify the Community Development Department of their new address so that they may be notified of the time, date, and place of all hearings.

**PLEASE NOTE** that pursuant to Section 5.3 of the City of Jackson code of Ordinances, all garages, sheds and accessory structures or temporary structures, including but not limited to poles, decks, fences, retaining walls, carports,

pools and play structures will also be demolished and/or removed from the property and the property owner will not be entitled to any reimbursement.

Sincerely,



Brian Taylor
Chief Building Official

pc File

## RESOLUTION

**BY THE CITY COUNCIL:**

**WHEREAS**, the City has a Dangerous Structures Ordinance, being Sections 17-26 and 17-27 of the Jackson City Code of Ordinances; and

**WHEREAS**, the Dangerous Structures Ordinance allows the City to collect fees for costs and expenses incurred by the City in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the Dangerous Structures Ordinance provides in part that such fees for costs and expenses shall be established by Resolution of the City Council; and

**WHEREAS**, the Department of Neighborhood and Economic Operations, Division of Building Inspection, has carefully reviewed the costs and expenses incurred in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the City Council has not increased the costs and expenses for proceedings before the City's Building Code Board of Examiners and Appeals since 1996; and

**WHEREAS**, the City Council considered the proposed Schedule at its April 13, 2010 meeting and voted to adopt the Schedule as recommended by the Finance Committee;

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to Chapter 17, Article II of the Jackson City Code, the following is hereby adopted as fees for the costs and expenses identified in Subsection 17-27 (n) of the City's Dangerous Structures Ordinance:

Any dangerous building or structure posted with a hazardous notice and order as open and accessible or a notice to vacate as unfit for human habitation.....$ 75.00

Monthly monitoring fee for condemned, hazardous, or vacated properties.....$ 20.00

Any dangerous building or structure posted with a condemned notice and order that is repaired in accordance with said Notice and Order.....$ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals conducts a public hearing and enters a Decision and Order to either continue or dismiss the hearing.....$ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals enters a Decision and Order to uphold a Notice and Order including recording of a Notice of Decision and Order ..... $ 330.00

Any follow up inspections required for Building Code Board of Examiners and Appeals hearings whether before or after a final decision ..... $ 45.00

The recording of a Release of a Notice of Decision and Order of Condemnation..... $ 40.00

**BE IT FURTHER RESOLVED** that a copy of the fee schedule shall be provided to the property owner with the first mailing of the Notice and Order; provided, however, all demolition costs, if any, which may be incurred by the City pursuant to a demolition of a dangerous structure, shall continue to be assessed and collected as provided in the Dangerous Structures Ordinance;

**BE IT FURTHER RESOLVED** that any provision of any other Resolution which is in conflict with this Resolution shall be, and the same is hereby, rescinded.

* * * * * *

State of Michigan )
County of Jackson ) ss
City of Jackson )

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on September 25, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan on this 26th day of Sept., 2012.

Lynn Fessel

Lynn Fessel, City Clerk

CITY OF JACKSON
Founded 1829

**Community Development Department**

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

# BUILDING CODE BOARD OF EXAMINERS AND APPEALS IN REGARD TO THE MATTER OF: 110 E WILKINS ST (HOUSE) DECISION AND ORDER

At a session of said Building Code Board of Appeals held in the City of Jackson, County of Jackson, State of Michigan on the 25th day of May, 2023.

Upon hearing the evidence and examining the exhibits, the Building Code Board of Examiners and Appeals finds that the Notice and Order served upon the Owner(s) of record GITTENS ANTHONY is hereby UPHELD.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the structure located at 110 E WILKINS ST is a dangerous structure as defined by Chapter 17, Sections 17-26 (2, 5, 6, 7, 9 & 11) and 17-27 of the Code of the City of Jackson, because:

**INSPECTOR COMMENTS: Fire damage to structure. Rear half/north side of house severely damaged by fire with exterior wall systems in weakened conditions and fully open to the elements. Interior walls/ceilings/ floors fire damaged with smoke and water damage throughout. Electrical, plumbing and mechanical systems damaged by fire/smoke/water. Windows and doors to home broken out leaving structure open and accessible. . Rear second story stairway damaged by fire and unsafe. Roof fire damaged with roof system open to the elements. Lack of all essential utilities. Home to be dangerous and unsafe, unfit for human habitation and in a blighted condition to the surrounding neighborhood.**

The Owner(s) failed to comply with the requirements of the Notice and Order dated April 12, 2023.

IT IS FURTHER ORDERED AND ADJUDGED that the Building Inspection Division shall cause said structure to be demolished or otherwise made safe, with the cost of same to be the responsibility of the Owner(s).

**IF YOU DO NOT AGREE WITH THIS DECISION AND ORDER OF THE BUILDING CODE BOARD OF APPEALS, YOU MAY APPEAL IT TO THE CIRCUIT COURT BY FILING A PETITION FOR A TEMPORARY RESTRAINING ORDER AND A COMPLAINT FOR AN ORDER OF SUPERINTENDING CONTROL WITHIN TWENTY (20) DAYS OF THE DATE OF THIS DECISION. YOU MUST ALSO SERVE A COPY OF THE PETITION AND TEMPORARY ORDER UPON THE CITY OF JACKSON WITHIN THAT TIME PERIOD TO STOP ANY CITY ACTION TAKEN TOWARD THE PROPERTY.**

**PLEASE NOTE THAT THE CITY OF JACKSON WILL, BY SPECIAL ASSESSMENT, ASSESS ALL COSTS INCURRED TO ENFORCE THIS DECISION AND ORDER AGAINST THE PROPERTY AND THE CITY OF JACKSON MAY FILE SUIT TO RECOVER THESE COSTS AGAINST THE OWNER(S) WITHOUT LOSING ITS RIGHT TO PLACE A LIEN ON THE PROPERTY.**

**DATE:** 5/25/2023

Jason Covalle

Bill Benedetto

Mark Fish

Chad Everett

Cory Richardson





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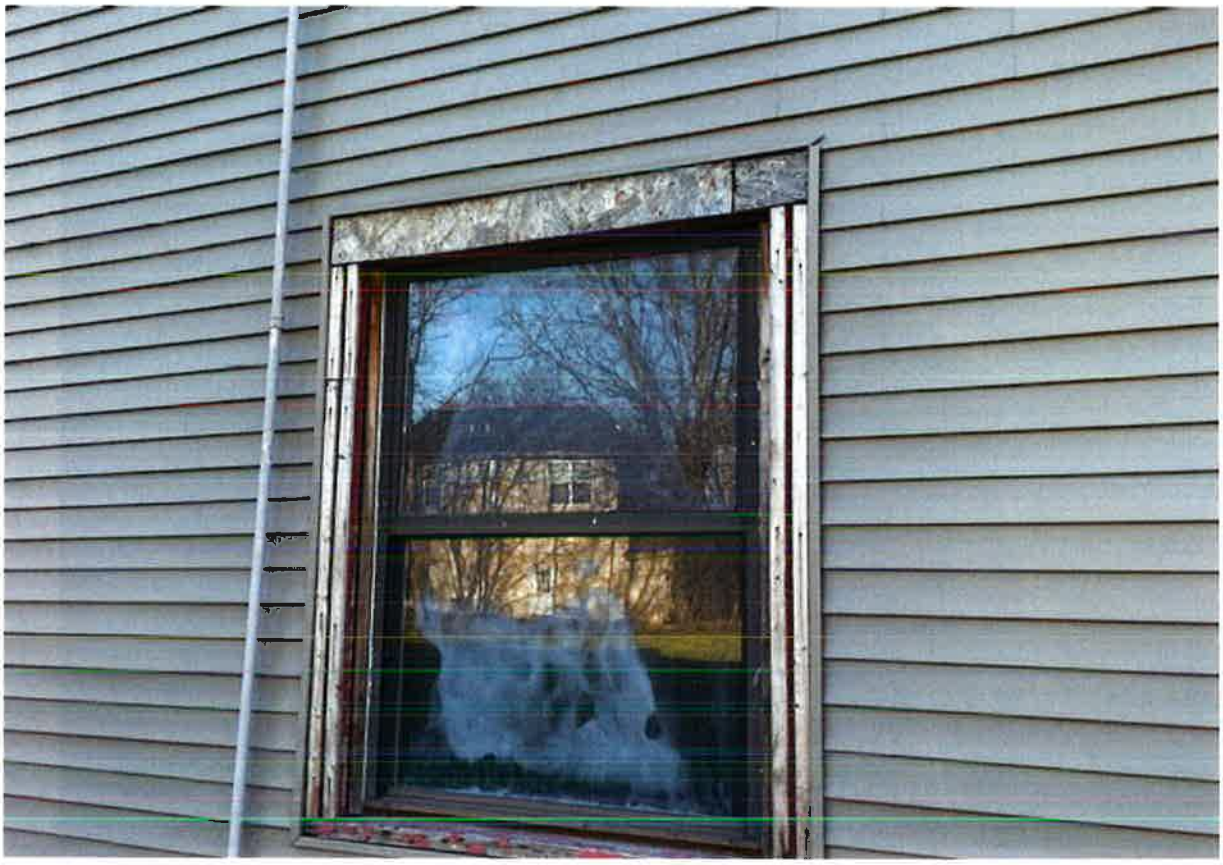
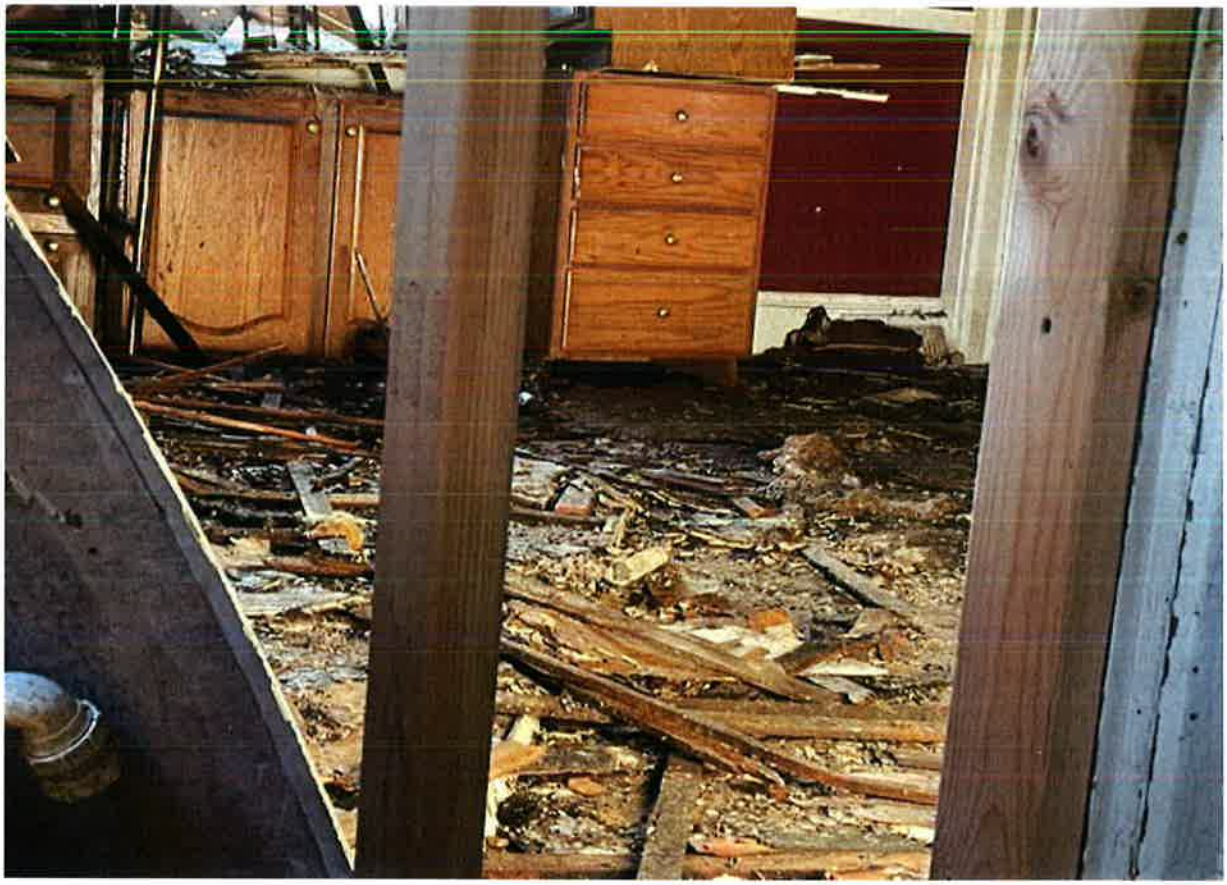
































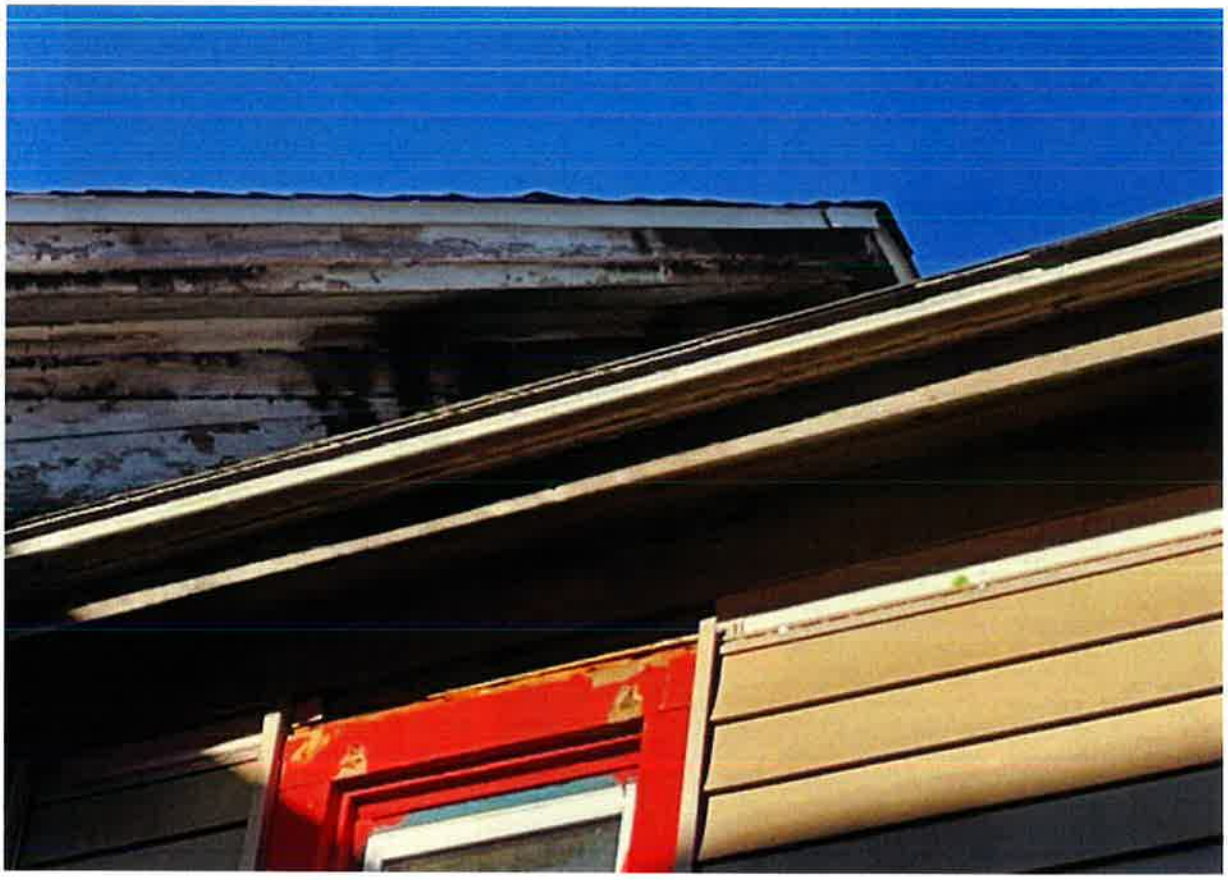








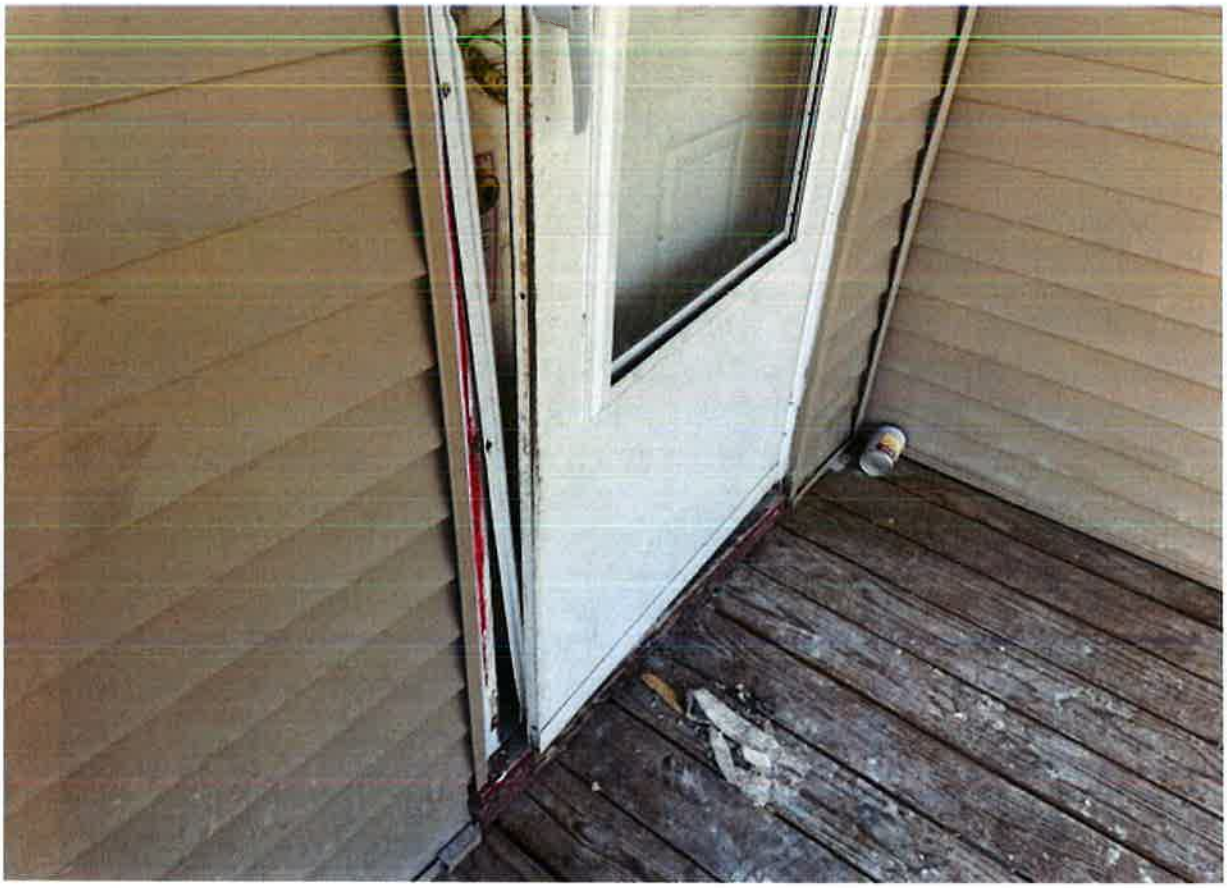















Dangerous Building Or
Structure Condemned
DO NOT ENTER---UNSAFE TO OCCUPY
DEMOLITION
PROCESS



CITY OF JACKSON
Founded 1829

**Community Development Department**

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

# OFFICIAL NOTICE AND ORDER

October 21, 2022

CERTIFIED MAIL RECEIPT: 9214 8901 0661 5400 0180 2668 58

TO: CHAPEL NANCI H
707 SEYMOUR AVE
JACKSON MI 49202

RE: 707 SEYMOUR AVE (HOUSE)

**YOU ARE HEREBY NOTIFIED** that the above listed structure was inspected and posted "Dangerous and Unsafe" by the City of Jackson's Community Development Department on October 17, 2021. The structure is deemed to be dangerous and a public nuisance as defined by Chapter 17, Section 17-1 et seq. of the Jackson City Code:

17-26(2) Whenever any portion has been damaged by wind, floods, or by any other cause, to such degree that its structural strength or stability is significantly weakened or is less than minimum required by the City of Jackson Building Code for a new building or structure, similar in purpose and location. (Weakened structural integrity)

17-26(5) Whenever for any reason whatsoever, a building or structure or any portion is manifestly unsafe for the purpose for which it is used. (Unsafe for intended use)

17-26(6) Whenever a building or structure has been so damaged by fire or wind or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children who might play therin, or as to afford a refuge for disorderly persons as defined by Chapter 18-82 of the Code of the City of Jackson. (Structure is damaged by fire, wind or rain)

17-26(7) Whenever a building or structure used, designed to be used, or zoned for dwelling purposes, because of dilapidation, decay, damaged, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation or is in a condition that is likely to work injury to the health, safety, or general welfare of its inhabitants or the general public. Violations of Chapter 14 may be used as the basis for a finding that a particular structure used, designed to be used, or zoned for dwelling purposes is unsanitary or unfit for human habitation because of dilapidation decay, damage, faulty construction, faulty arrangement or otherwise. (Unsanitary or unfit for habitation)

**INSPECTOR COMMENTS: Structural fire damage to home. Home gutted by fire to the interior and exterior, with damage spreading to the detached garage siding. Exterior windows damaged and missing allowing elements into the home and leaving the structure open and accessible. Siding, soffit, fascia fire damaged and missing. Interior of home and front porch fire/smoke/water damaged to all floors, walls, ceilings, trims, doors, windows. Electrical, mechanical and plumbing systems damaged and unsafe. Fire debris littered throughout surrounding yard areas. Utilities to home disconnected. Repairs to the structure noted in excess of 100% of the true cash value of the home and the structure noted to be dangerous and unsafe, unfit for human habitation and in a blighted condition to the surrounding neighborhood.**

17-26(11) Whenever a building or structure has become damaged to such an extent that the cost of repairs necessary to place the building or structure in a safe, sound and sanitary condition exceeds one hundred (100) percent of the true cash value as reflected in the assessment rolls before the structure became unsafe.

A building permit is required for violations cited in this report. All structural, roofing, windows, stairway, foundation or similar building related work must be completed by a licensed maintenance and alteration or residential building contractor.

An electrical permit is required for all electrical system violations cited in this report. All electrical work must be completed by a licensed electrical contractor.

A mechanical permit is required for all mechanical system violations cited in this report. All mechanical work must be completed by a licensed mechanical contractor.

A plumbing permit is required for all plumbing system violations cited in this report. All plumbing work must be completed by a licensed plumbing contractor.

**YOU ARE ORDERED TO:**

1. **VACATE THE STRUCTURE IMMEDIATELY;**

2. Within **7 DAYS** from the date of this notice, either secure a demolition permit **OR** building permit. All work must be completed within **28 DAYS** from the date of this notice.
3. Have all work inspected and approved by the Community Development Department.
4. Do not re-occupy the structure until authorized in writing by the Community Development Department.
5. Do not transfer the property or structure to another person without first giving notice to the buyer and filing an "Affidavit of Disclosure" indicating that the new owner has been advised of and will fully accept and comply with outstanding code violations. (The Affidavit of Disclosure form is available from the Community Development Department, 161 W. Michigan Avenue, 3rd Floor).

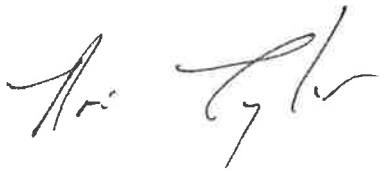
**PLEASE BE ADVISED** no person shall enter this structure except for the purpose of either making the required repairs or the demolition of the structure. If this Notice and Order is not complied with during the time period specified above, the City of Jackson's Community Development Department will start proceedings to abate the nuisance, which will result in a hearing before the Building Code Board of Examiners and Appeals. If you disagree with this Notice and Order from the Community Development Department, you may attend the hearing before the Building Code Board of Examiners and Appeals and show cause why this Notice and Order should not be upheld or why you cannot comply with it.

The Building Code Board of Examiners and Appeals may enter an Order authorizing the Community Development Department to **demolish or otherwise make safe** the structure with all costs being the responsibility of the owner(s). **You will be invoiced for these costs. If you fail to make full payment on the invoice, these costs will be assessed against the property as a special assessment and the City of Jackson may sue the owner(s) in court for these costs without losing the LIEN filed against the property under the special assessment. The City can take all necessary steps to enforce any court judgment.**

**IF YOU ARE A NON-OWNER OCCUPANT OF THE STRUCTURE,** you may attend the hearing to present evidence and testify as to the dangerous conditions and as to whether you should be allowed to re-occupy the structure. All non-owner occupants who have vacated the structure and wish to testify before the Building Code Board of Examiners and Appeals must notify the Community Development Department of their new address so that they may be notified of the time, date, and place of all hearings.

**PLEASE NOTE** that pursuant to Section 5.3 of the City of Jackson code of Ordinances, all garages, sheds and accessory structures or temporary structures, including but not limited to poles, decks, fences, retaining walls, carports, pools and play structures will also be demolished and/or removed from the property and the property owner will not be entitled to any reimbursement.

Sincerely,



Brian Taylor
Chief Building Official

pc File

**RESOLUTION**

**BY THE CITY COUNCIL:**

**WHEREAS**, the City has a Dangerous Structures Ordinance, being Sections 17-26 and 17-27 of the Jackson City Code of Ordinances; and

**WHEREAS**, the Dangerous Structures Ordinance allows the City to collect fees for costs and expenses incurred by the City in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the Dangerous Structures Ordinance provides in part that such fees for costs and expenses shall be established by Resolution of the City Council; and

**WHEREAS**, the Department of Neighborhood and Economic Operations, Division of Building Inspection, has carefully reviewed the costs and expenses incurred in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the City Council has not increased the costs and expenses for proceedings before the City's Building Code Board of Examiners and Appeals since 1996; and

**WHEREAS**, the City Council considered the proposed Schedule at its April 13, 2010 meeting and voted to adopt the Schedule as recommended by the Finance Committee;

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to Chapter 17, Article II of the Jackson City Code, the following is hereby adopted as fees for the costs and expenses identified in Subsection 17-27 (n) of the City's Dangerous Structures Ordinance:

Any dangerous building or structure posted with a hazardous notice and order as open and accessible or a notice to vacate as unfit for human habitation.....$ 75.00

Monthly monitoring fee for condemned, hazardous, or vacated properties.....$ 20.00

Any dangerous building or structure posted with a condemned notice and order that is repaired in accordance with said Notice and Order.....$ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals conducts a public hearing and enters a Decision and Order to either continue or dismiss the hearing.....$ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals enters a Decision and Order to uphold a Notice and Order including recording of a Notice of Decision and Order .....$ 330.00

Any follow up inspections required for Building Code Board of Examiners and Appeals hearings whether before or after a final decision .....$ 45.00

The recording of a Release of a Notice of Decision and Order of Condemnation.....$ 40.00

**BE IT FURTHER RESOLVED** that a copy of the fee schedule shall be provided to the property owner with the first mailing of the Notice and Order; provided, however, all demolition costs, if any, which may be incurred by the City pursuant to a demolition of a dangerous structure, shall continue to be assessed and collected as provided in the Dangerous Structures Ordinance;

**BE IT FURTHER RESOLVED** that any provision of any other Resolution which is in conflict with this Resolution shall be, and the same is hereby, rescinded.

* * * * * *

State of Michigan )
County of Jackson ) ss
City of Jackson )

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on September 25, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan on this 26th day of Sept., 2012.

Lynn Fessel

Lynn Fessel, City Clerk

CITY OF JACKSON
Founded 1829

**Community Development Department**

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

# BUILDING CODE BOARD OF EXAMINERS AND APPEALS IN REGARD TO THE MATTER OF: 707 SEYMOUR AVE (HOUSE) DECISION AND ORDER

At a session of said Building Code Board of Appeals held in the City of Jackson, County of Jackson, State of Michigan on the 26th day of January, 2023.

Upon hearing the evidence and examining the exhibits, the Building Code Board of Examiners and Appeals finds that the Notice and Order served upon the Owner(s) of record CHAPEL NANCI H is hereby UPHELD.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the structure located at 707 SEYMOUR AVE is a dangerous structure as defined by Chapter 17, Sections 17-26 (2, 5, 6, 7 & 11) and 17-27 of the Code of the City of Jackson, because:

INSPECTOR COMMENTS: Structural fire damage to home. Home gutted by fire to the interior and exterior, with damage spreading to the detached garage siding. Exterior windows damaged and missing allowing elements into the home and leaving the structure open and accessible. Siding, soffit, fascia fire damaged and missing. Interior of home and front porch fire/smoke/water damaged to all floors, walls, ceilings, trims, doors, windows. Electrical, mechanical and plumbing systems damaged and unsafe. Fire debris littered throughout surrounding yard areas. Utilities to home disconnected. Repairs to the structure noted in excess of 100% of the true cash value of the home and the structure noted to be dangerous and unsafe, unfit for human habitation and in a blighted condition to the surrounding neighborhood.

The Owner(s) failed to comply with the requirements of the Notice and Order dated October 21, 2022.

IT IS FURTHER ORDERED AND ADJUDGED that the Building Inspection Division shall cause said structure to be demolished or otherwise made safe, with the cost of same to be the responsibility of the Owner(s).

**IF YOU DO NOT AGREE WITH THIS DECISION AND ORDER OF THE BUILDING CODE BOARD OF APPEALS, YOU MAY APPEAL IT TO THE CIRCUIT COURT BY FILING A PETITION FOR A TEMPORARY RESTRAINING ORDER AND A COMPLAINT FOR AN ORDER OF SUPERINTENDING CONTROL WITHIN TWENTY (20) DAYS OF THE DATE OF THIS DECISION. YOU MUST ALSO SERVE A COPY OF THE PETITION AND TEMPORARY ORDER UPON THE CITY OF JACKSON WITHIN THAT TIME PERIOD TO STOP ANY CITY ACTION TAKEN TOWARD THE PROPERTY.**

**PLEASE NOTE THAT THE CITY OF JACKSON WILL, BY SPECIAL ASSESSMENT, ASSESS ALL COSTS INCURRED TO ENFORCE THIS DECISION AND ORDER AGAINST THE PROPERTY AND THE CITY OF JACKSON MAY FILE SUIT TO RECOVER THESE COSTS AGAINST THE OWNER(S) WITHOUT LOSING ITS RIGHT TO PLACE A LIEN ON THE PROPERTY.**

**DATE: 1/26/2023**

Jason Covalle

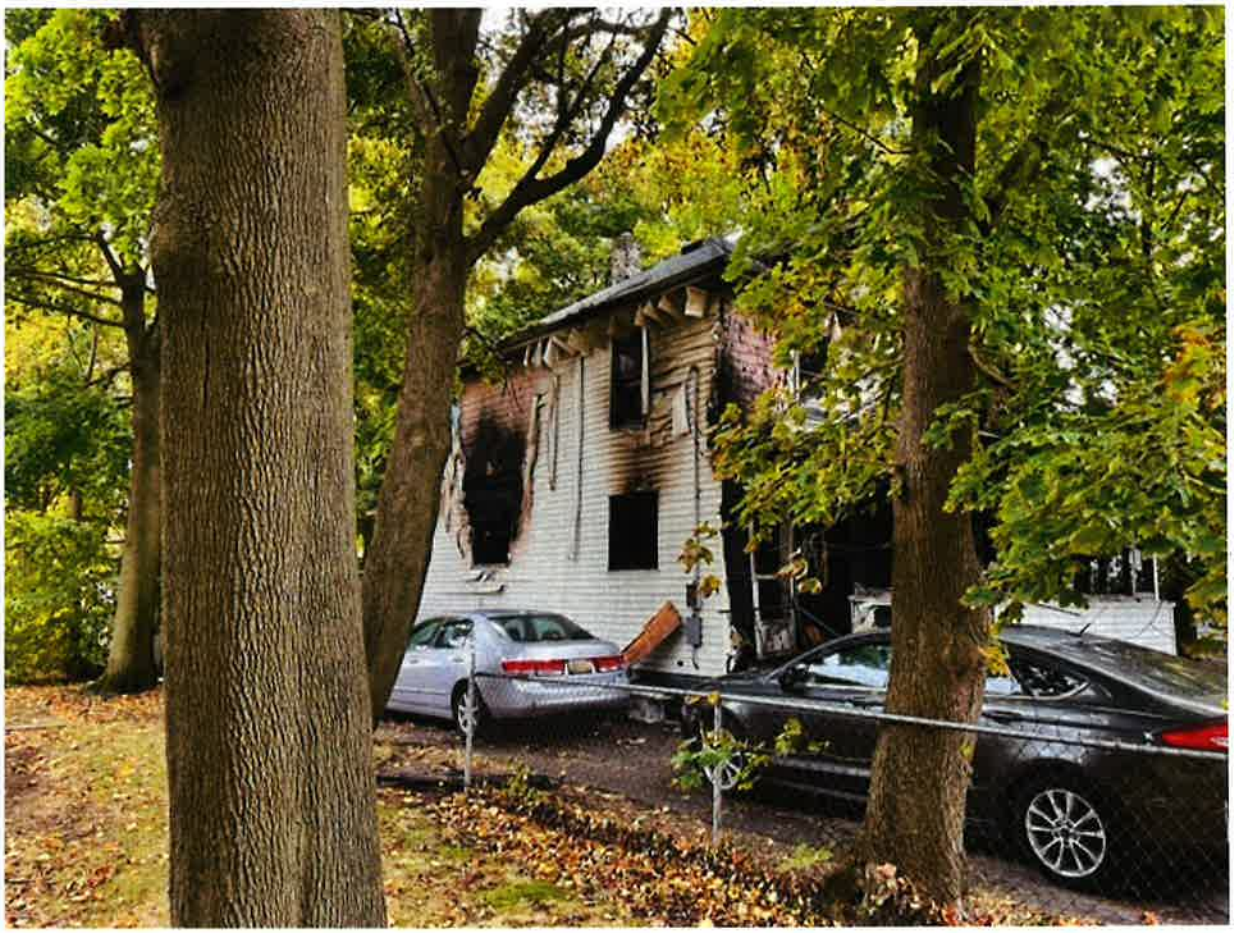
Bill Benedetto

Mark Fish

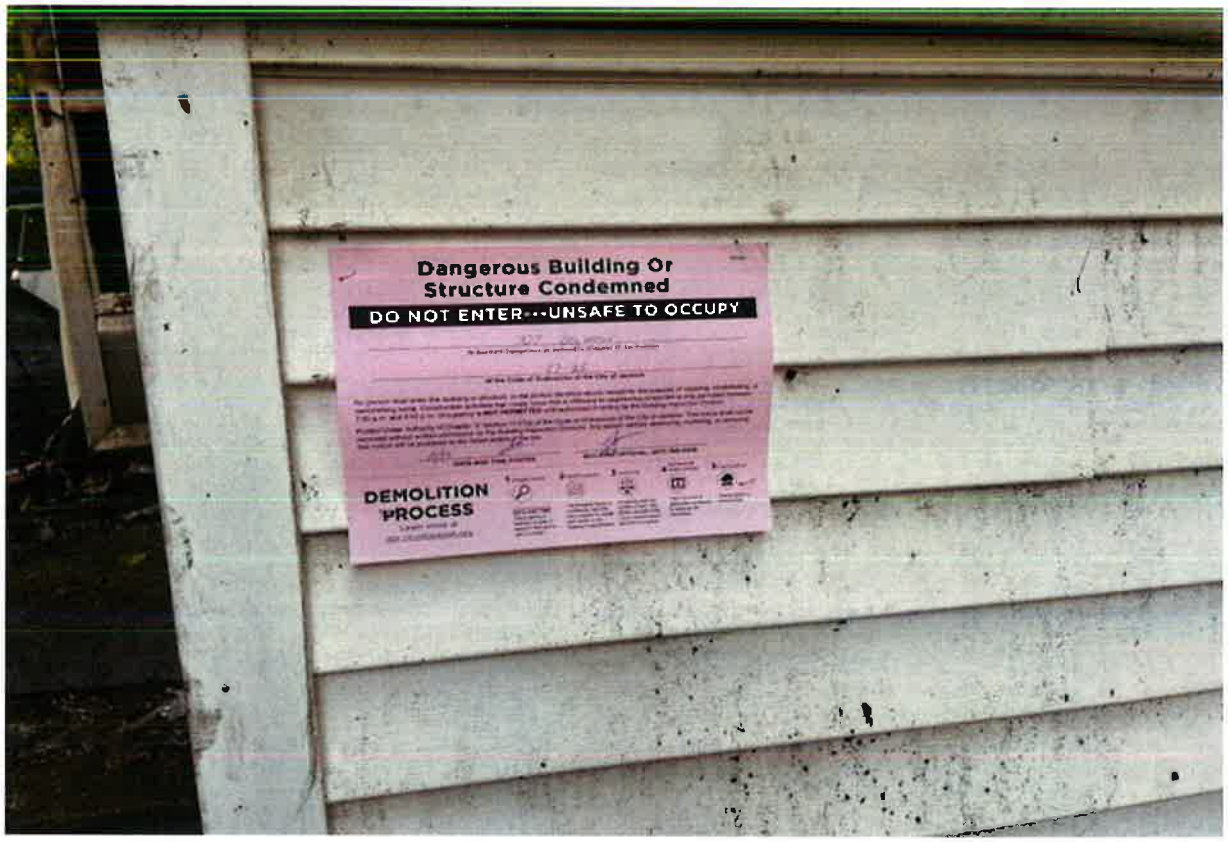
Dave Wooden

Cory Richardson








Dangerous Building Or
Structure Condemned
DO NOT ENTER···UNSAFE TO OCCUPY
DEMOLITION
PROCESS











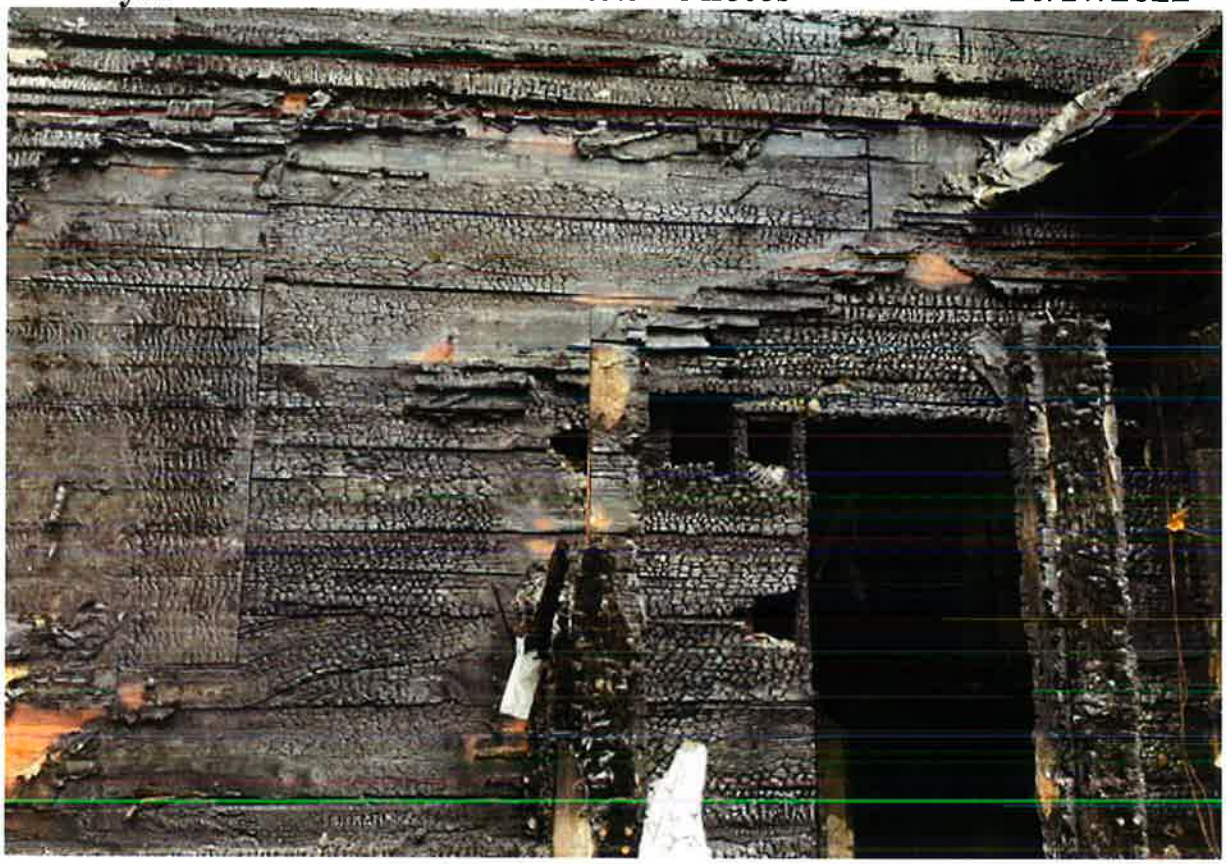












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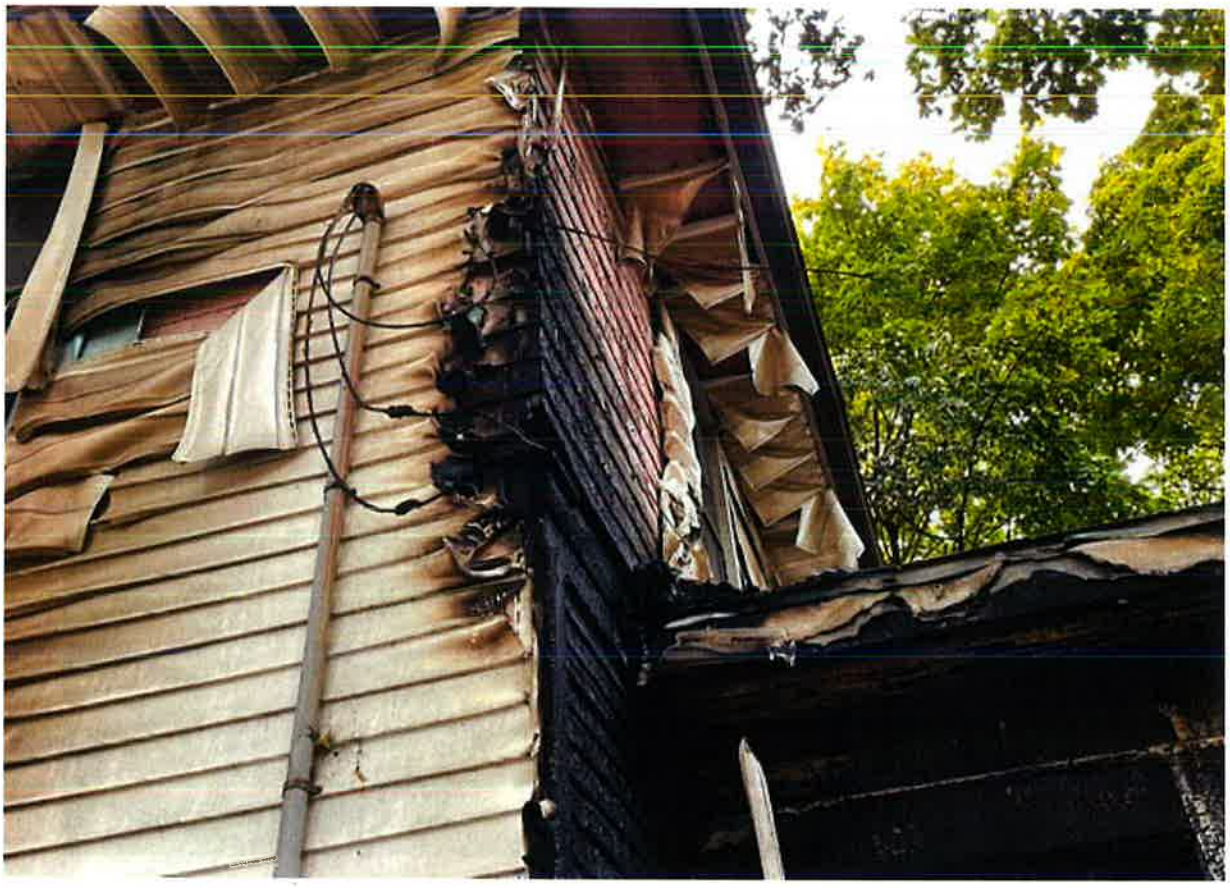
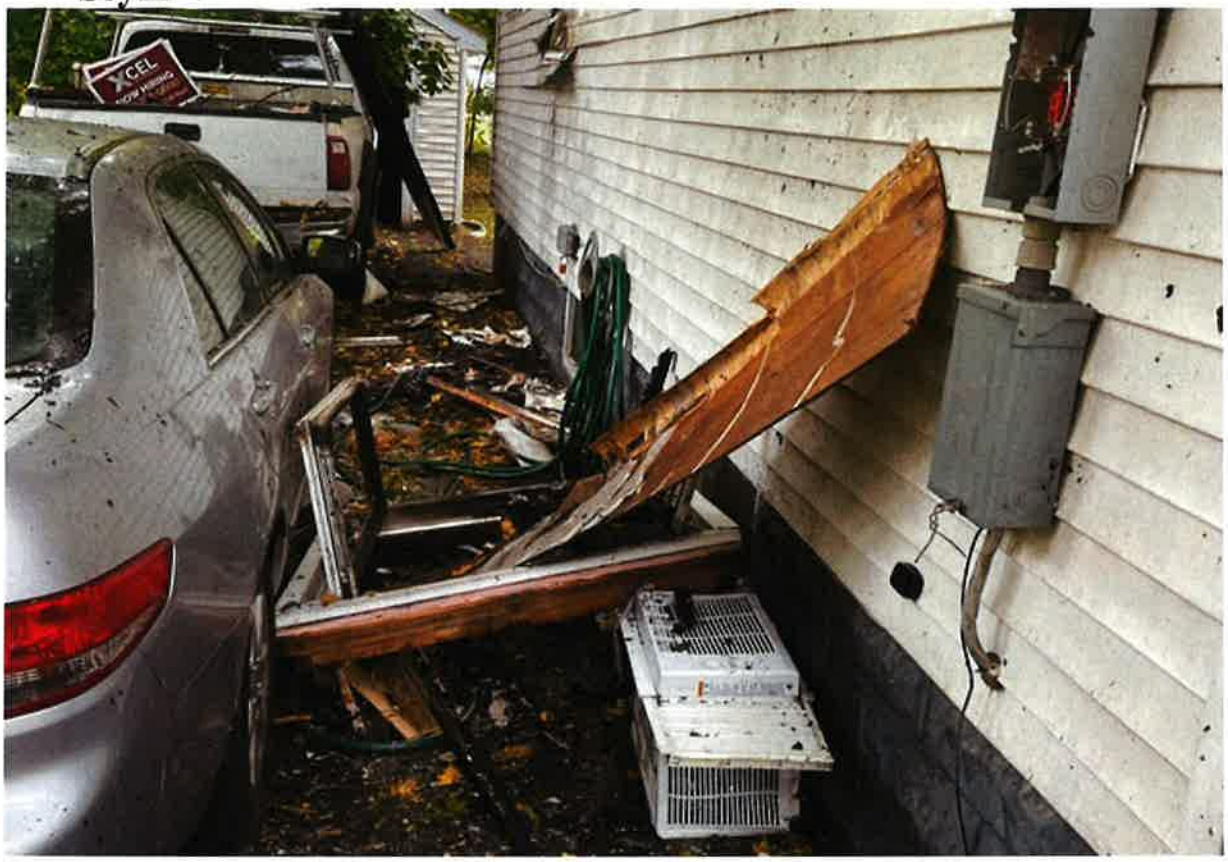
COR P/P





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CITY OF JACKSON
Founded 1829

Neighborhood & Economic Operations

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060, (517) 788-4012 • Facsimile: (866) 971-2151

# OFFICIAL NOTICE AND ORDER

July 16, 2021

CERTIFIED MAIL RECEIPT: 9214 8901 0661 5400 0164 6471 78

TO: PEARCE CHRISTOPHER A
717 FIFTH ST
JACKSON MI 49203

RE: 717 FIFTH ST (HOUSE)

**YOU ARE HEREBY NOTIFIED** that the above listed structure was inspected and posted "Dangerous and Unsafe" by the City of Jackson's Neighborhood and Economic Operations Department on June 25, 2021. The structure is deemed to be dangerous and a public nuisance as defined by Chapter 17, Section 17-1 et seq. of the Jackson City Code:

17-26(2) Whenever any portion has been damaged by wind, floods, or by any other cause, to such degree that its structural strength or stability is significantly weakened or is less than minimum required by the City of Jackson Building Code for a new building or structure, similar in purpose and location. (Weakened structural integrity)

17-26(5) Whenever for any reason whatsoever, a building or structure or any portion is manifestly unsafe for the purpose for which it is used. (Unsafe for intended use)

17-26(6) Whenever a building or structure has been so damaged by fire or wind or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children who might play therin, or as to afford a refuge for disorderly persons as defined by Chapter 18-82 of the Code of the City of Jackson. (Structure is damaged by fire, wind or rain)

17-26(7) Whenever a building or structure used, designed to be used, or zoned for dwelling purposes, because of dilapidation, decay, damaged, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation or is in a condition that is likely to work injury to the health, safety, or general welfare of its inhabitants or the general public. Violations of Chapter 14 may be used as the basis for a finding that a particular structure used, designed to be used, or zoned for dwelling purposes is unsanitary or unfit for human habitation because of dilapidation decay, damage, faulty construction, faulty arrangement or otherwise. (Unsanitary or unfit for habitation)

17-26(9) Whenever a building of structure becomes vacant and open at the doors, windows, walls, roof, or other appurtenances, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers. (Open and accessible)

17-26(11) Whenever a building or structure has become damaged to such an extent that the cost of repairs necessary to place the building or structure in a safe, sound and sanitary condition exceeds one hundred (100) percent of the true cash value as reflected in the assessment rolls before the structure became unsafe.

**INSPECTOR COMMENTS: Fire, smoke and water damage throughout the home. Roof fire damaged and open to the elements. Soffits, fascia, siding fire damaged and missing. Windows throughout**

**home fire damaged and/or broken out leaving structure open to the elements. Portion of the south wall removed also leaving structure open to the elements. Interior trims, doors, windows and sashes, floor coverings, kitchen cabinets fire damaged and/or water damaged. Electrical wiring throughout home burnt, water damaged, or missing due to the heat. Wall covering/ceiling coverings smoke, fire and water damaged. Structural damage to the walls, rafters and ceiling joists. Home found to be in an unfit, unsafe, unsanitary condition and a detriment to the surrounding neighborhood.**

A plumbing permit is required for all plumbing system violations cited in this report. All plumbing work must be completed by a licensed plumbing contractor.

A mechanical permit is required for all mechanical system violations cited in this report. All mechanical work must be completed by a licensed mechanical contractor.

An electrical permit is required for all electrical system violations cited in this report. All electrical work must be completed by a licensed electrical contractor.

A building permit is required for violations cited in this report. All structural, roofing, windows, stairway, foundation or similar building related work must be completed by a licensed maintenance and alteration or residential building contractor.

**YOU ARE ORDERED TO**

1. **VACATE THE STRUCTURE IMMEDIATELY;**

2. Within **7 DAYS** from the date of this notice, either secure a demolition permit **OR** building permit. All work must be completed within **28 DAYS** from the date of this notice.
3. Have all work inspected and approved by the Neighborhood and Economic Operations Department.
4. Do not re-occupy the structure until authorized in writing by the Neighborhood and Economic Operations Department.
5. Do not transfer the property or structure to another person without first giving notice to the buyer and filing an "Affidavit of Disclosure" indicating that the new owner has been advised of and will fully accept and comply with outstanding code violations. (The Affidavit of Disclosure form is available from the Neighborhood and Economic Operations Department, 161 W. Michigan Avenue, 3rd Floor).

**PLEASE BE ADVISED** no person shall enter this structure except for the purpose of either making the required repairs or the demolition of the structure. If this Notice and Order is not complied with during the time period specified above, the City of Jackson's Neighborhood and Economic Operations Department will start proceedings to abate the nuisance, which will result in a hearing before the Building Code Board of Examiners and Appeals. If you disagree with this Notice and Order from the Neighborhood and Economic Operations Department, you may attend the hearing before the Building Code Board of Examiners and Appeals and show cause why this Notice and Order should not be upheld or why you cannot comply with it.

The Building Code Board of Examiners and Appeals may enter an Order authorizing the Neighborhood and Economic Operations Department to **demolish or otherwise make safe** the structure with all costs being the responsibility of the owner(s). **You will be invoiced for these costs. If you fail to make full payment on the invoice, these costs will be assessed against the property as a special assessment and the City of Jackson may sue the owner(s) in court for these costs without losing the LIEN filed against the property under the special assessment. The City can take all necessary steps to enforce any court judgment.**

**IF YOU ARE A NON-OWNER OCCUPANT OF THE STRUCTURE,** you may attend the hearing to present evidence and testify as to the dangerous conditions and as to whether you should be allowed to re-occupy the structure. All non-owner occupants who have vacated the structure and wish to testify before the Building Code Board of Examiners and Appeals must notify the Neighborhood and Economic Operations Department of their new address so that they may be notified of the time, date, and place of all hearings.

**PLEASE NOTE** that pursuant to Section 5.3 of the City of Jackson code of Ordinances, all garages, sheds and accessory structures or temporary structures, including but not limited to poles, decks, fences, retaining walls, carports, pools and play structures will also be demolished and/or removed from the property and the property owner will not be entitled to any reimbursement.

Sincerely,



Brian Taylor
Chief Building Official

BT

pc File

## RESOLUTION

**BY THE CITY COUNCIL:**

**WHEREAS**, the City has a Dangerous Structures Ordinance, being Sections 17-26 and 17-27 of the Jackson City Code of Ordinances; and

**WHEREAS**, the Dangerous Structures Ordinance allows the City to collect fees for costs and expenses incurred by the City in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the Dangerous Structures Ordinance provides in part that such fees for costs and expenses shall be established by Resolution of the City Council; and

**WHEREAS**, the Department of Neighborhood and Economic Operations, Division of Building Inspection, has carefully reviewed the costs and expenses incurred in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the City Council has not increased the costs and expenses for proceedings before the City's Building Code Board of Examiners and Appeals since 1996; and

**WHEREAS**, the City Council considered the proposed Schedule at its April 13, 2010 meeting and voted to adopt the Schedule as recommended by the Finance Committee;

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to Chapter 17, Article II of the Jackson City Code, the following is hereby adopted as fees for the costs and expenses identified in Subsection 17-27 (n) of the City's Dangerous Structures Ordinance:

Any dangerous building or structure posted with a hazardous notice and order as open and accessible or a notice to vacate as unfit for human habitation ..... $ 75.00

Monthly monitoring fee for condemned, hazardous, or vacated properties ..... $ 20.00

Any dangerous building or structure posted with a condemned notice and order that is repaired in accordance with said Notice and Order ..... $ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals conducts a public hearing and enters a Decision and Order to either continue or dismiss the hearing ..... $ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals enters a Decision and Order to uphold a Notice and Order including recording of a Notice of Decision and Order ..... $ 330.00

Any follow up inspections required for Building Code Board of Examiners and Appeals hearings whether before or after a final decision ..... $ 45.00

The recording of a Release of a Notice of Decision and Order of Condemnation..... $ 40.00

**BE IT FURTHER RESOLVED** that a copy of the fee schedule shall be provided to the property owner with the first mailing of the Notice and Order; provided, however, all demolition costs, if any, which may be incurred by the City pursuant to a demolition of a dangerous structure, shall continue to be assessed and collected as provided in the Dangerous Structures Ordinance;

**BE IT FURTHER RESOLVED** that any provision of any other Resolution which is in conflict with this Resolution shall be, and the same is hereby, rescinded.

* * * * * *

State of Michigan )
County of Jackson ) ss
City of Jackson )

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on September 25, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan on this 26th day of Sept., 2012.

Lynn Fessel

Lynn Fessel, City Clerk

CITY OF JACKSON
Founded 1829

**Neighborhood & Economic Operations**

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060, (517) 788-4012 • Facsimile: (866) 971-2151

# BUILDING CODE BOARD OF EXAMINERS AND APPEALS IN REGARD TO THE MATTER OF: 717 FIFTH ST DECISION AND ORDER

At a session of said Building Code Board of Appeals held in the City of Jackson, County of Jackson, State of Michigan on the 18th day of November, 2021.

Upon hearing the evidence and examining the exhibits, the Building Code Board of Examiners and Appeals finds that the Notice and Order served upon the Owner(s) of record PEARCE CHRISTOPHER A is hereby UPHELD.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the structure located at 717 FIFTH ST is a dangerous structure as defined by Chapter 17, Sections 17-26 (2, 5, 6, 7, 9 & 11) and 17-27 of the Code of the City of Jackson, because:

INSPECTOR COMMENTS: Fire, smoke and water damage throughout the home. Roof fire damaged and open to the elements. Soffits, fascia, siding fire damaged and missing. Windows throughout home fire damaged and/or broken out leaving structure open to the elements. Portion of the south wall removed also leaving structure open to the elements. Interior trims, doors, windows and sashes, floor coverings, kitchen cabinets fire damaged and/or water damaged. Electrical wiring throughout home burnt, water damaged, or missing due to the heat. Wall covering/ceiling coverings smoke, fire and water damaged. Structural damage to the walls, rafters and ceiling joists. Home found to be in a unfit, unsafe, unsanitary condition and a detriment to the surrounding neighborhood.

The Owner(s) failed to comply with the requirements of the Notice and Order dated July 16, 2021.

IT IS FURTHER ORDERED AND ADJUDGED that the Building Inspection Division shall cause said structure to be demolished or otherwise made safe, with the cost of same to be the responsibility of the Owner(s).

**IF YOU DO NOT AGREE WITH THIS DECISION AND ORDER OF THE BUILDING CODE BOARD OF APPEALS, YOU MAY APPEAL IT TO THE CIRCUIT COURT BY FILING A PETITION FOR A TEMPORARY RESTRAINING ORDER AND A COMPLAINT FOR AN ORDER OF SUPERINTENDING CONTROL WITHIN TWENTY (20) DAYS OF THE DATE OF THIS DECISION. YOU MUST ALSO SERVE A COPY OF THE PETITION AND TEMPORARY ORDER UPON THE CITY OF JACKSON WITHIN THAT TIME PERIOD TO STOP ANY CITY ACTION TAKEN TOWARD THE PROPERTY.**

**PLEASE NOTE THAT THE CITY OF JACKSON WILL, BY SPECIAL ASSESSMENT, ASSESS ALL COSTS INCURRED TO ENFORCE THIS DECISION AND ORDER AGAINST THE PROPERTY AND THE CITY OF JACKSON MAY FILE SUIT TO RECOVER THESE COSTS AGAINST THE OWNER(S) WITHOUT LOSING ITS RIGHT TO PLACE A LIEN ON THE PROPERTY.**

**DATE:** 11-18-2021

Jason Covalle

~~Bill Benedetto~~

Mark Fish

Dave Wooden

~~Cathy Moore~~






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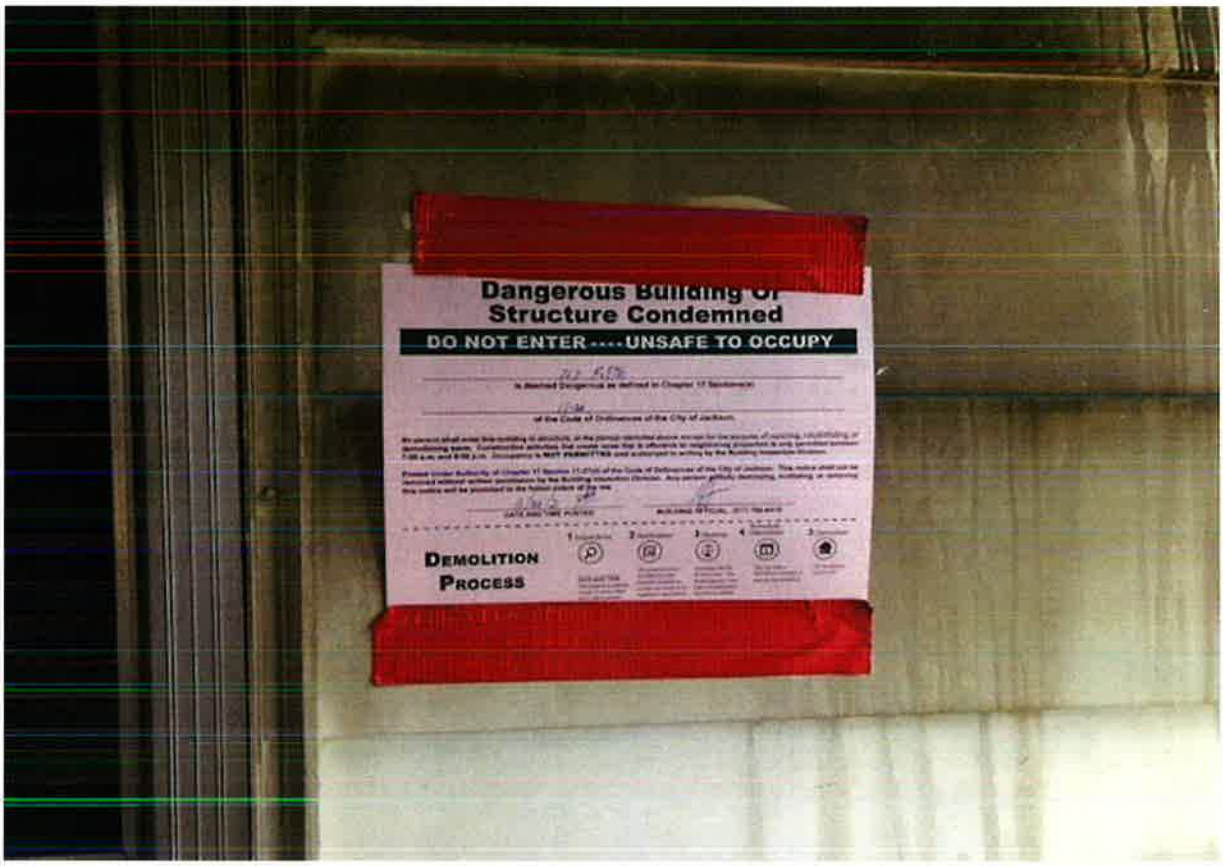
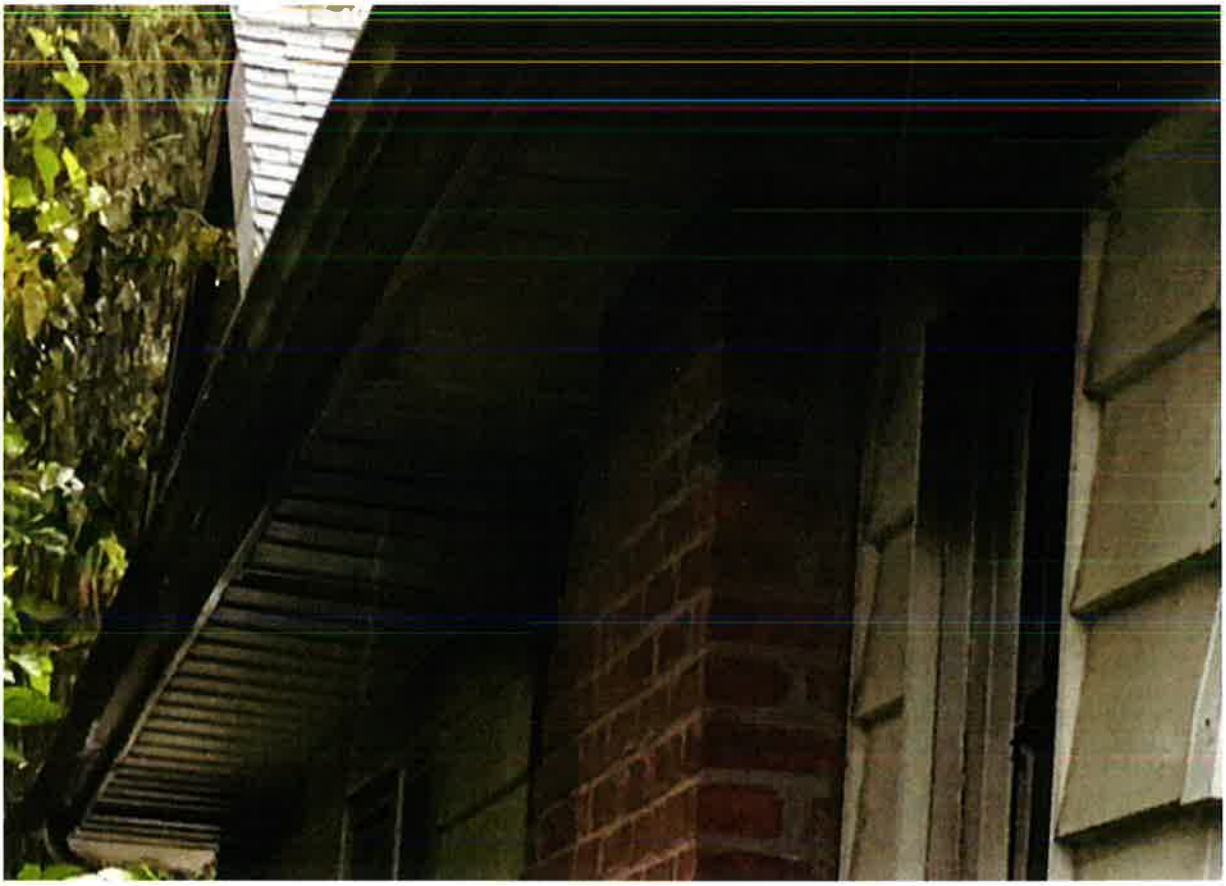
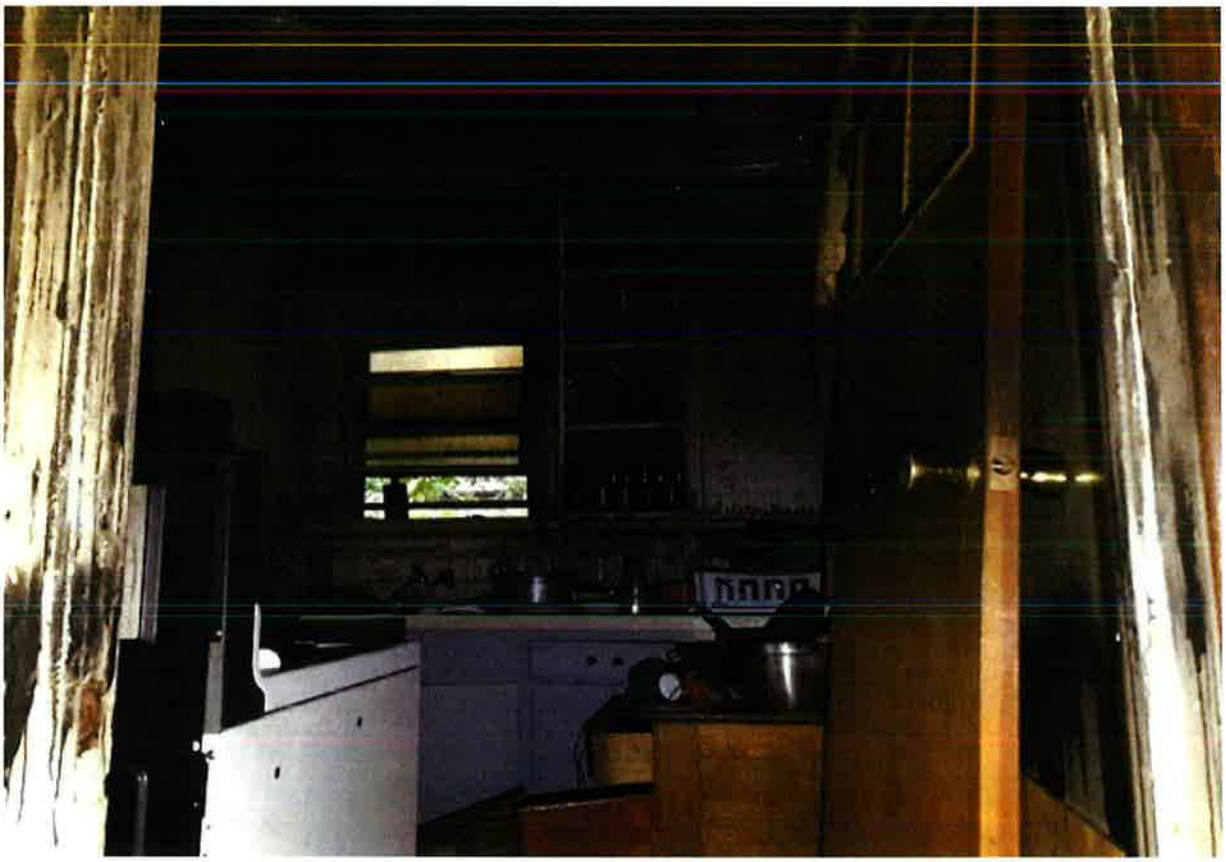

Dangerous Building Or
Structure Condemned
DO NOT ENTER - - - - UNSAFE TO OCCUPY
DEMOLITION
PROCESS























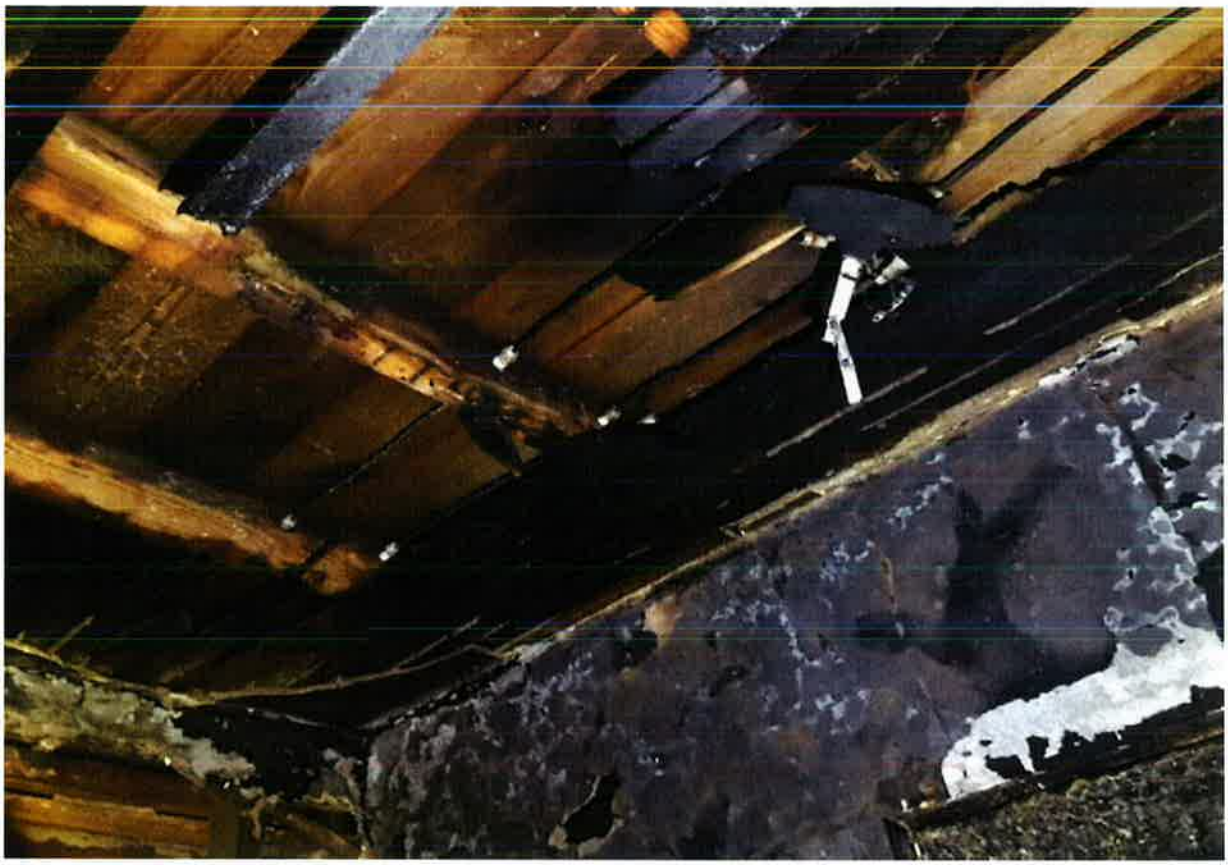














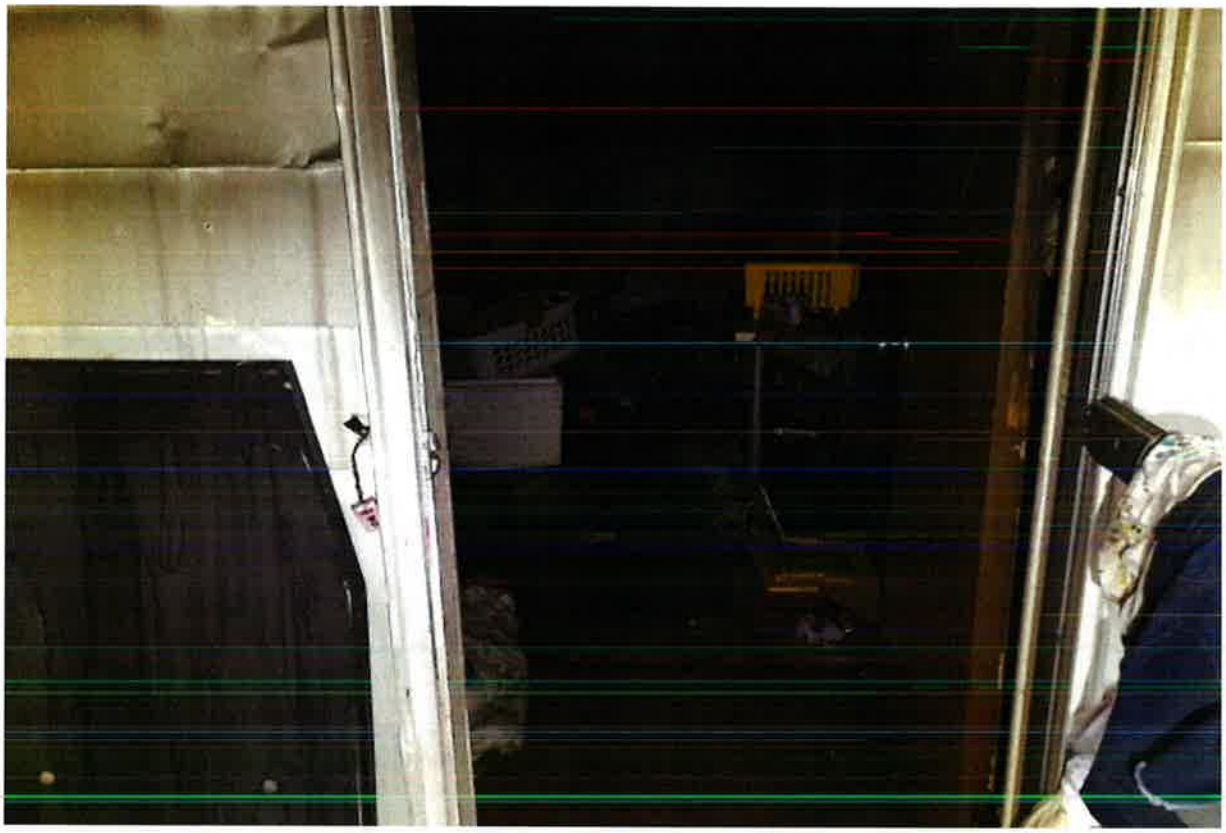




















CITY OF JACKSON
Founded 1829

**Community Development Department**

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

# OFFICIAL NOTICE AND ORDER

April 14, 2023

CERTIFIED MAIL RECEIPT: 9214 8901 0661 5400 0185 2057 39

TO: MILLER GLENN E ESTATE OF
515 OAK ST
JACKSON MI 49201

RE: 515 OAK ST (HOUSE)

**YOU ARE HEREBY NOTIFIED** that the above listed structure was inspected and posted "Dangerous and Unsafe" by the City of Jackson's Community Development Department on March 30, 2023. The structure is deemed to be dangerous and a public nuisance as defined by Chapter 17, Section 17-1 et seq. of the Jackson City Code:

17-26(5) Whenever for any reason whatsoever, a building or structure or any portion is manifestly unsafe for the purpose for which it is used. (Unsafe for intended use)

**INSPECTOR COMMENTS: Exterior siding deteriorated / missing and or damaged on all sides of home. Lack of utilities to home with evidence of squatters occupying the structure. Basement noted with trash and debris and vandalized plumbing and HVAC systems. Unsafe electrical wiring noted to basement and second stories of the home. Second floor of home gutted and piled with trash and debris. Trash and debris littered to surrounding yard areas. Structure noted to unfit for human habitation, unsafe and in a blighted condition to the surrounding neighborhood.**

17-26(6) Whenever a building or structure has been so damaged by fire or wind or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children who might play therin, or as to afford a refuge for disorderly persons as defined by Chapter 18-82 of the Code of the City of Jackson. (Structure is damaged by fire, wind or rain)

17-26(7) Whenever a building or structure used, designed to be used, or zoned for dwelling purposes, because of dilapidation, decay, damaged, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation or is in a condition that is likely to work injury to the health, safety, or general welfare of its inhabitants or the general public. Violations of Chapter 14 may be used as the basis for a finding that a particular structure used, designed to be used, or zoned for dwelling purposes is unsanitary or unfit for human habitation because of dilapidation decay, damage, faulty construction, faulty arrangement or otherwise. (Unsanitary or unfit for habitation)

17-26(11) Whenever a building or structure has become damaged to such an extent that the cost of repairs necessary to place the building or structure in a safe, sound and sanitary condition exceeds one hundred (100) percent of the true cash value as reflected in the assessment rolls before the structure became unsafe.

A building permit is required for violations cited in this report. All structural, roofing, windows, stairway, foundation or similar building related work must be completed by a licensed maintenance and alteration or residential building contractor.

An electrical permit is required for all electrical system violations cited in this report. All electrical work must be completed by a licensed electrical contractor.

A mechanical permit is required for all mechanical system violations cited in this report. All mechanical work must be completed by a licensed mechanical contractor.

A plumbing permit is required for all plumbing system violations cited in this report. All plumbing work must be completed by a licensed plumbing contractor.

**YOU ARE ORDERED TO:**

1. **VACATE THE STRUCTURE IMMEDIATELY;**

2. Within **7 DAYS** from the date of this notice, either secure a demolition permit **OR** building permit. All work must be completed within **28 DAYS** from the date of this notice.
3. Have all work inspected and approved by the Community Development Department.
4. Do not re-occupy the structure until authorized in writing by the Community Development Department.
5. Do not transfer the property or structure to another person without first giving notice to the buyer and filing an "Affidavit of Disclosure" indicating that the new owner has been advised of and will fully accept and comply with outstanding code violations. (The Affidavit of Disclosure form is available from the Community Development Department, 161 W. Michigan Avenue, 3rd Floor).

**PLEASE BE ADVISED** no person shall enter this structure except for the purpose of either making the required repairs or the demolition of the structure. If this Notice and Order is not complied with during the time period specified above, the City of Jackson's Community Development Department will start proceedings to abate the nuisance, which will result in a hearing before the Building Code Board of Examiners and Appeals. If you disagree with this Notice and Order from the Community Development Department, you may attend the hearing before the Building Code Board of Examiners and Appeals and show cause why this Notice and Order should not be upheld or why you cannot comply with it.

The Building Code Board of Examiners and Appeals may enter an Order authorizing the Community Development Department to **demolish or otherwise make safe** the structure with all costs being the responsibility of the owner(s). **You will be invoiced for these costs. If you fail to make full payment on the invoice, these costs will be assessed against the property as a special assessment and the City of Jackson may sue the owner(s) in court for these costs without losing the LIEN filed against the property under the special assessment. The City can take all necessary steps to enforce any court judgment.**

**IF YOU ARE A NON-OWNER OCCUPANT OF THE STRUCTURE,** you may attend the hearing to present evidence and testify as to the dangerous conditions and as to whether you should be allowed to re-occupy the structure. All non-owner occupants who have vacated the structure and wish to testify before the Building Code Board of Examiners and Appeals must notify the Community Development Department of their new address so that they may be notified of the time, date, and place of all hearings.

**PLEASE NOTE** that pursuant to Section 5.3 of the City of Jackson code of Ordinances, all garages, sheds and accessory structures or temporary structures, including but not limited to poles, decks, fences, retaining walls, carports, pools and play structures will also be demolished and/or removed from the property and the property owner will not be entitled to any reimbursement.

Sincerely,

Brian Taylor
Chief Building Official

pc File

## RESOLUTION

**BY THE CITY COUNCIL:**

**WHEREAS**, the City has a Dangerous Structures Ordinance, being Sections 17-26 and 17-27 of the Jackson City Code of Ordinances; and

**WHEREAS**, the Dangerous Structures Ordinance allows the City to collect fees for costs and expenses incurred by the City in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the Dangerous Structures Ordinance provides in part that such fees for costs and expenses shall be established by Resolution of the City Council; and

**WHEREAS**, the Department of Neighborhood and Economic Operations, Division of Building Inspection, has carefully reviewed the costs and expenses incurred in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the City Council has not increased the costs and expenses for proceedings before the City's Building Code Board of Examiners and Appeals since 1996; and

**WHEREAS**, the City Council considered the proposed Schedule at its April 13, 2010 meeting and voted to adopt the Schedule as recommended by the Finance Committee;

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to Chapter 17, Article II of the Jackson City Code, the following is hereby adopted as fees for the costs and expenses identified in Subsection 17-27 (n) of the City's Dangerous Structures Ordinance:

Any dangerous building or structure posted with a hazardous notice and order as open and accessible or a notice to vacate as unfit for human habitation.....$ 75.00

Monthly monitoring fee for condemned, hazardous, or vacated properties.....$ 20.00

Any dangerous building or structure posted with a condemned notice and order that is repaired in accordance with said Notice and Order.....$ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals conducts a public hearing and enters a Decision and Order to either continue or dismiss the hearing.....$ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals enters a Decision and Order to uphold a Notice and Order including recording of a Notice of Decision and Order .....$ 330.00

Any follow up inspections required for Building Code Board of Examiners and Appeals hearings whether before or after a final decision .....$ 45.00

The recording of a Release of a Notice of Decision and Order of Condemnation.....$ 40.00

**BE IT FURTHER RESOLVED** that a copy of the fee schedule shall be provided to the property owner with the first mailing of the Notice and Order; provided, however, all demolition costs, if any, which may be incurred by the City pursuant to a demolition of a dangerous structure, shall continue to be assessed and collected as provided in the Dangerous Structures Ordinance;

**BE IT FURTHER RESOLVED** that any provision of any other Resolution which is in conflict with this Resolution shall be, and the same is hereby, rescinded.

* * * * * *

State of Michigan )
County of Jackson ) ss
City of Jackson )

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on September 25, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan on this 26th day of Sept., 2012.

Lynn Fessel

Lynn Fessel, City Clerk

CITY OF JACKSON
Founded 1829

**Community Development Department**

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

# BUILDING CODE BOARD OF EXAMINERS AND APPEALS IN REGARD TO THE MATTER OF: 515 OAK ST (HOUSE) DECISION AND ORDER

At a session of said Building Code Board of Appeals held in the City of Jackson, County of Jackson, State of Michigan on the 25th day of May, 2023.

Upon hearing the evidence and examining the exhibits, the Building Code Board of Examiners and Appeals finds that the Notice and Order served upon the Owner(s) of record MILLER GLENN E ESTATE OF is hereby UPHELD.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the structure located at 515 OAK ST is a dangerous structure as defined by Chapter 17, Sections 17-26 (5, 6, 7 & 11) and 17-27 of the Code of the City of Jackson, because:

**INSPECTOR COMMENTS: Exterior siding deteriorated / missing and or damaged on all sides of home. Lack of utilities to home with evidence of squatters occupying the structure. Basement noted with trash and debris and vandalized plumbing and HVAC systems. Unsafe electrical wiring noted to basement and second stories of the home. Second floor of home gutted and piled with trash and debris. Trash and debris littered to surrounding yard areas. Structure noted to unfit for human habitation, unsafe and in a blighted condition to the surrounding neighborhood.**

The Owner(s) failed to comply with the requirements of the Notice and Order dated April 14, 2023.

IT IS FURTHER ORDERED AND ADJUDGED that the Building Inspection Division shall cause said structure to be demolished or otherwise made safe, with the cost of same to be the responsibility of the Owner(s).

**IF YOU DO NOT AGREE WITH THIS DECISION AND ORDER OF THE BUILDING CODE BOARD OF APPEALS, YOU MAY APPEAL IT TO THE CIRCUIT COURT BY FILING A PETITION FOR A TEMPORARY RESTRAINING ORDER AND A COMPLAINT FOR AN ORDER OF SUPERINTENDING CONTROL WITHIN TWENTY (20) DAYS OF THE DATE OF THIS DECISION. YOU MUST ALSO SERVE A COPY OF THE PETITION AND TEMPORARY ORDER UPON THE CITY OF JACKSON WITHIN THAT TIME PERIOD TO STOP ANY CITY ACTION TAKEN TOWARD THE PROPERTY.**

**PLEASE NOTE THAT THE CITY OF JACKSON WILL, BY SPECIAL ASSESSMENT, ASSESS ALL COSTS INCURRED TO ENFORCE THIS DECISION AND ORDER AGAINST THE PROPERTY AND THE CITY OF JACKSON MAY FILE SUIT TO RECOVER THESE COSTS AGAINST THE OWNER(S) WITHOUT LOSING ITS RIGHT TO PLACE A LIEN ON THE PROPERTY.**

**DATE:** 5/25/2023

Jason Covalle

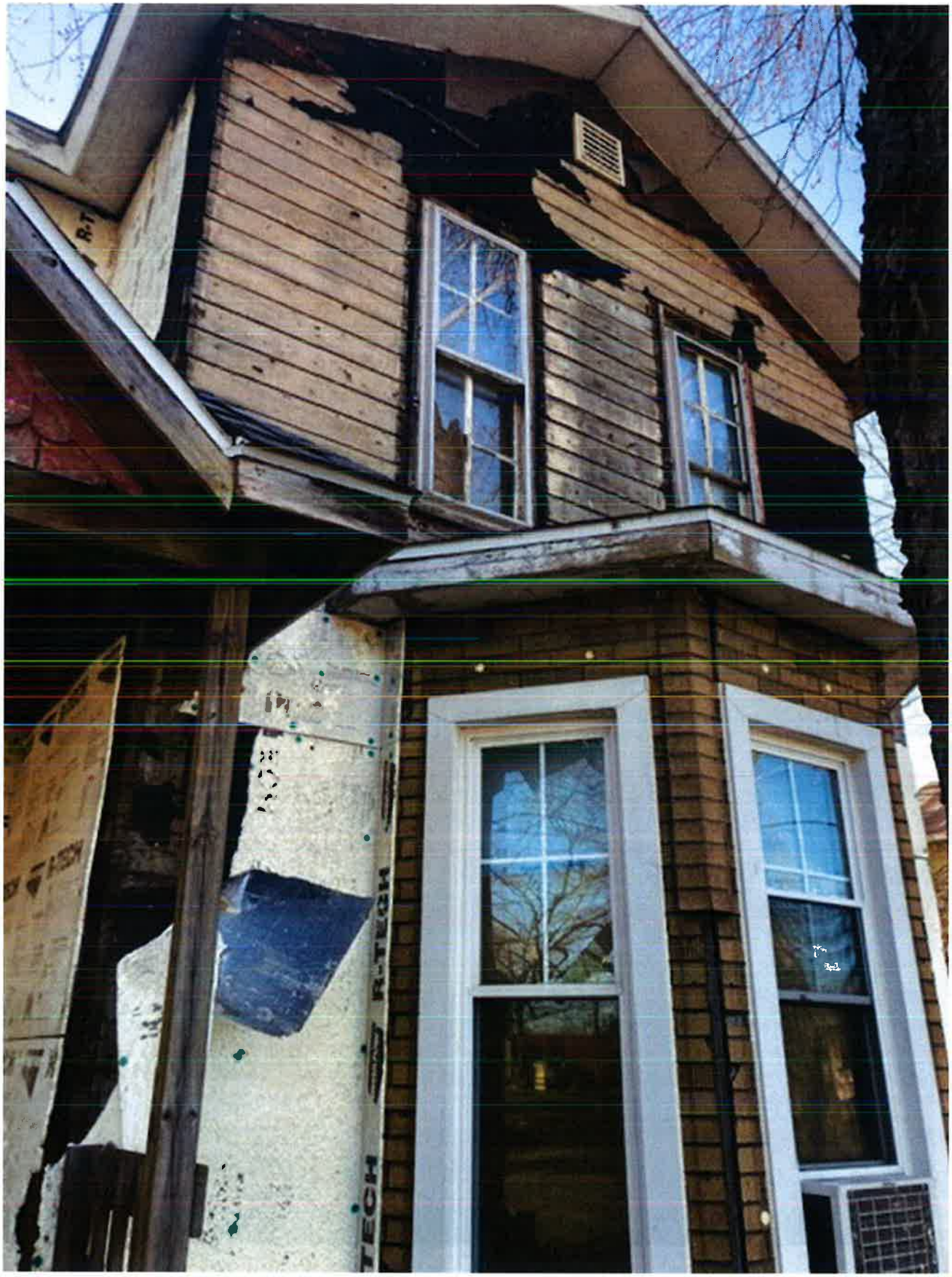
Bill Benedetto

Mark Fish

Chad Everett

Cory Richardson


R-TECH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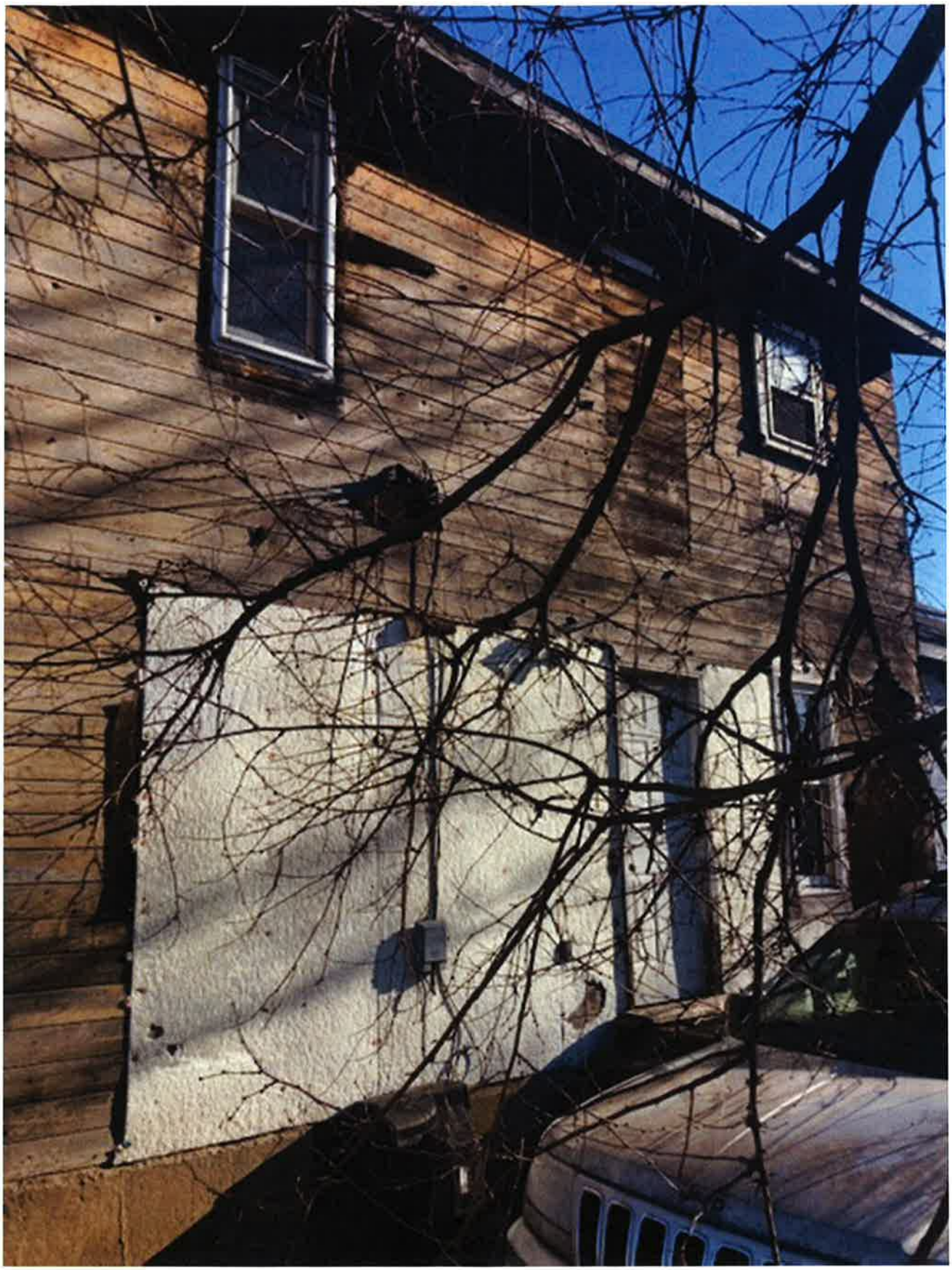

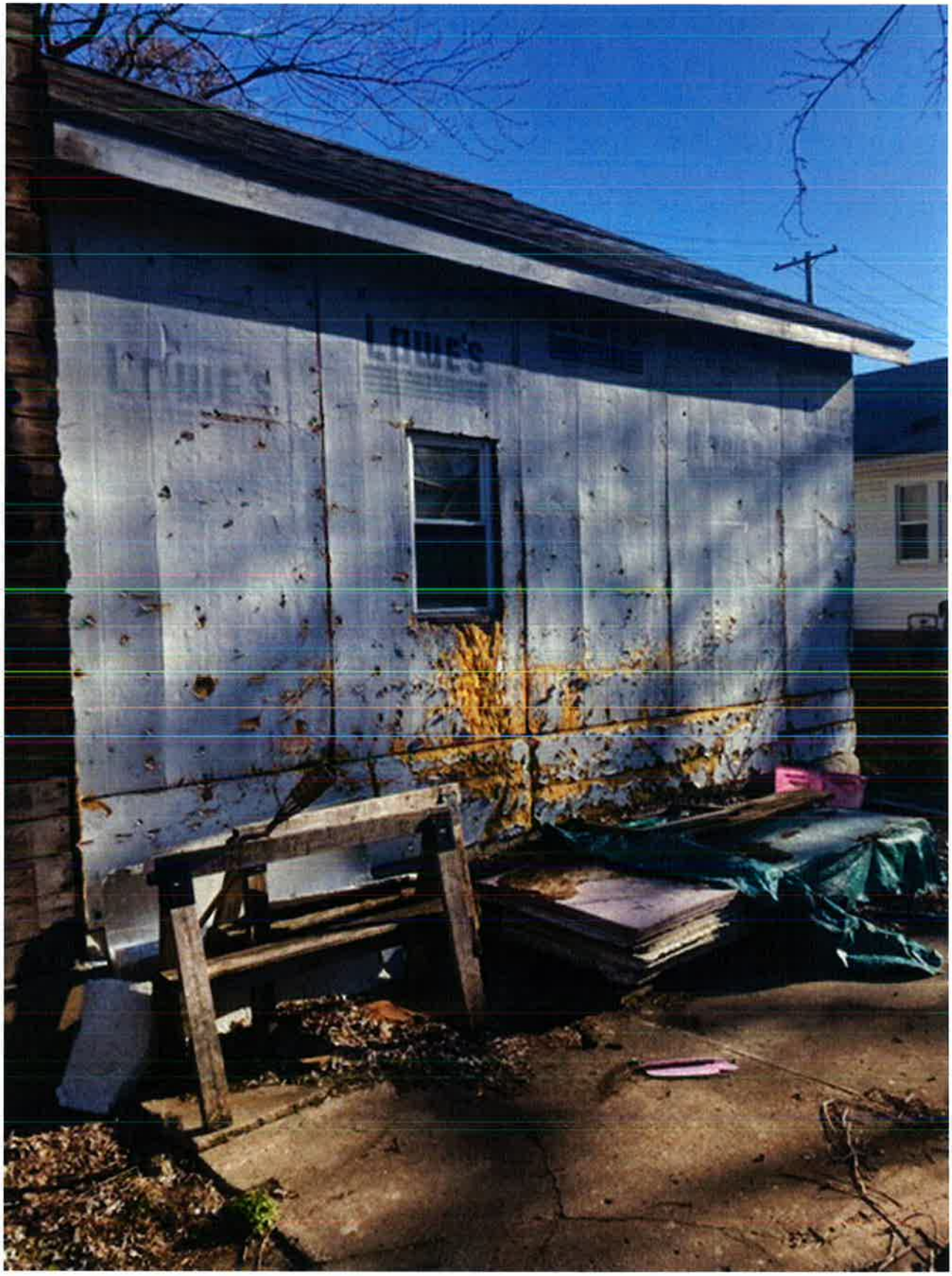
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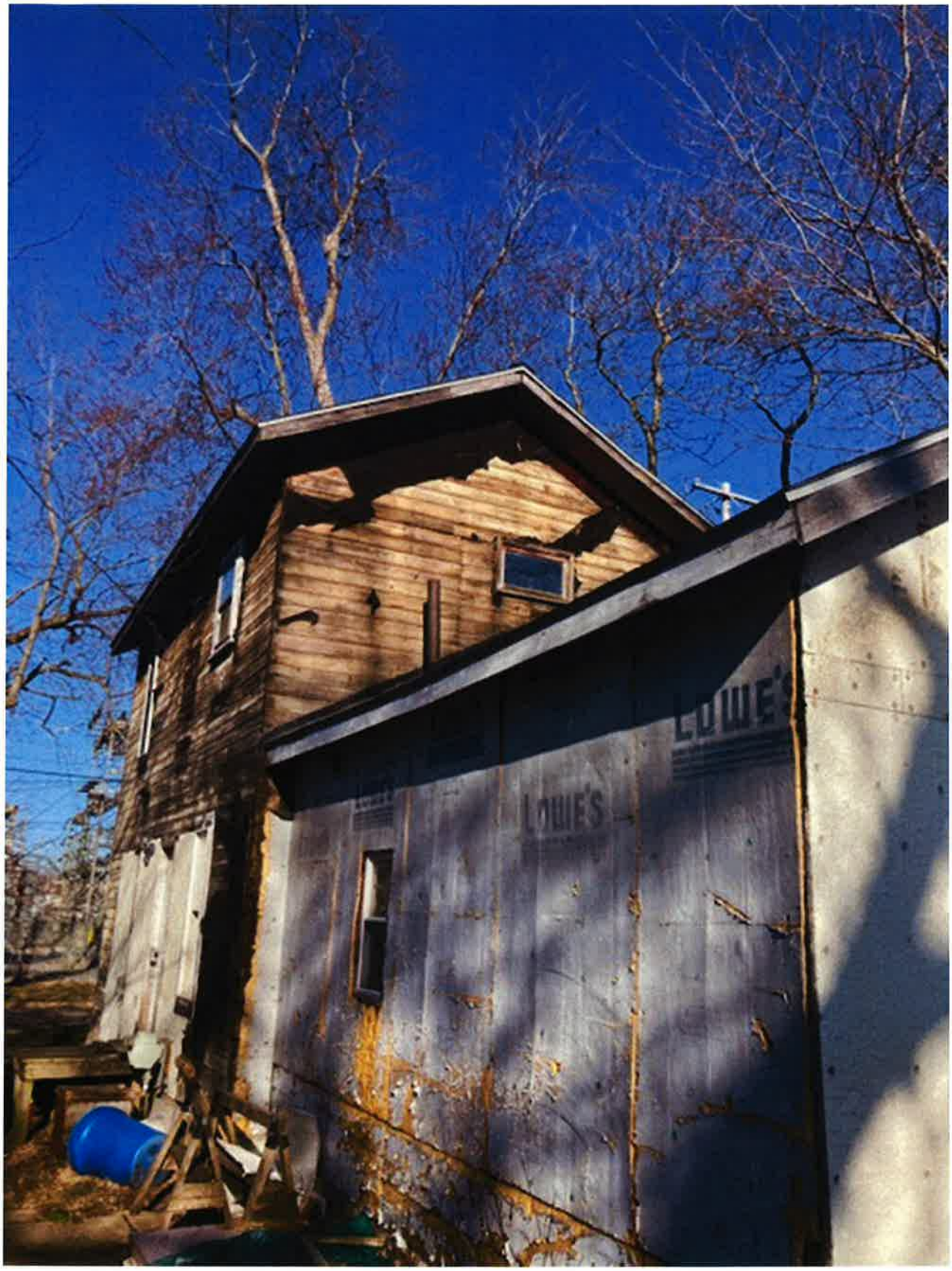
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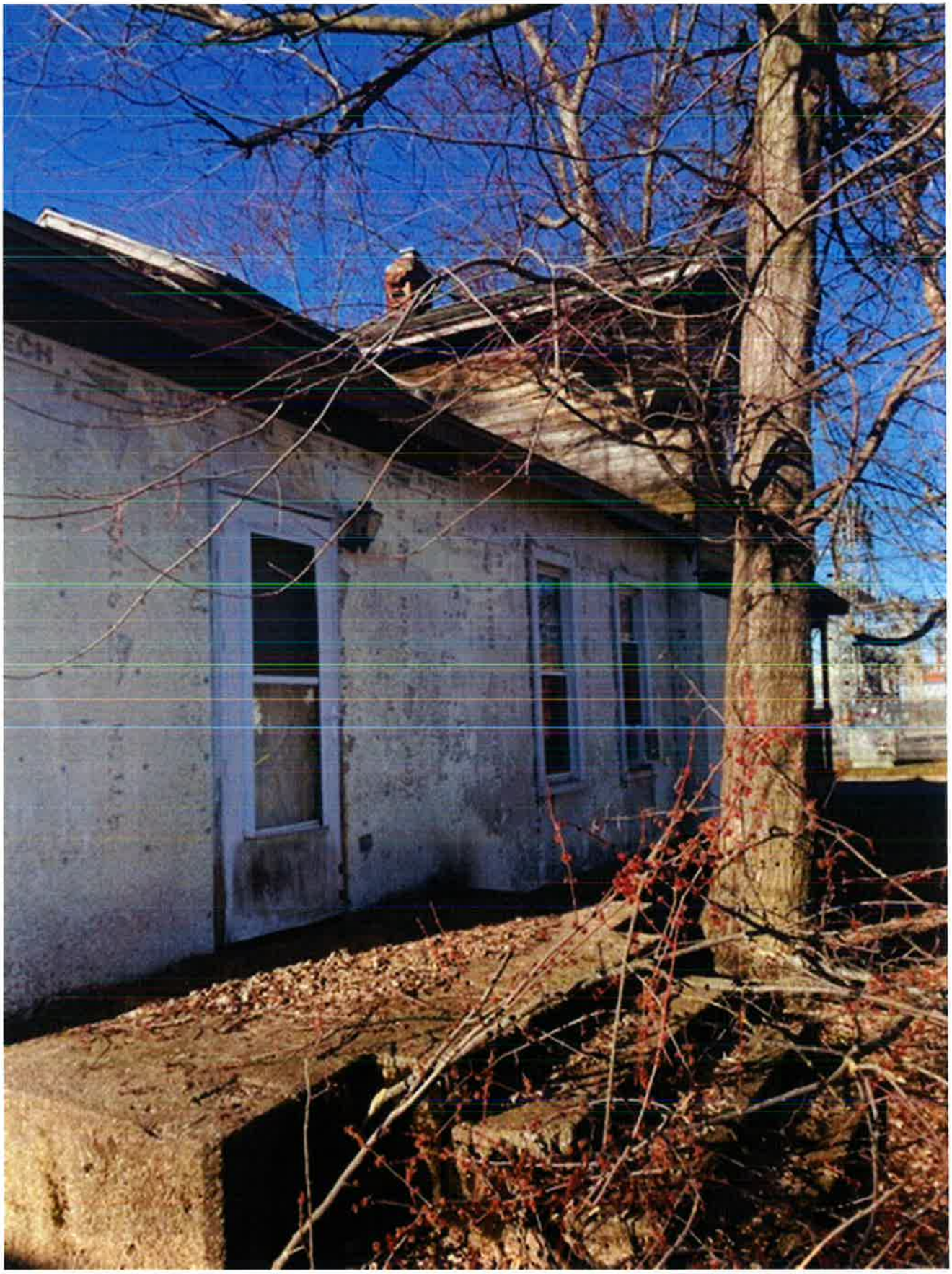
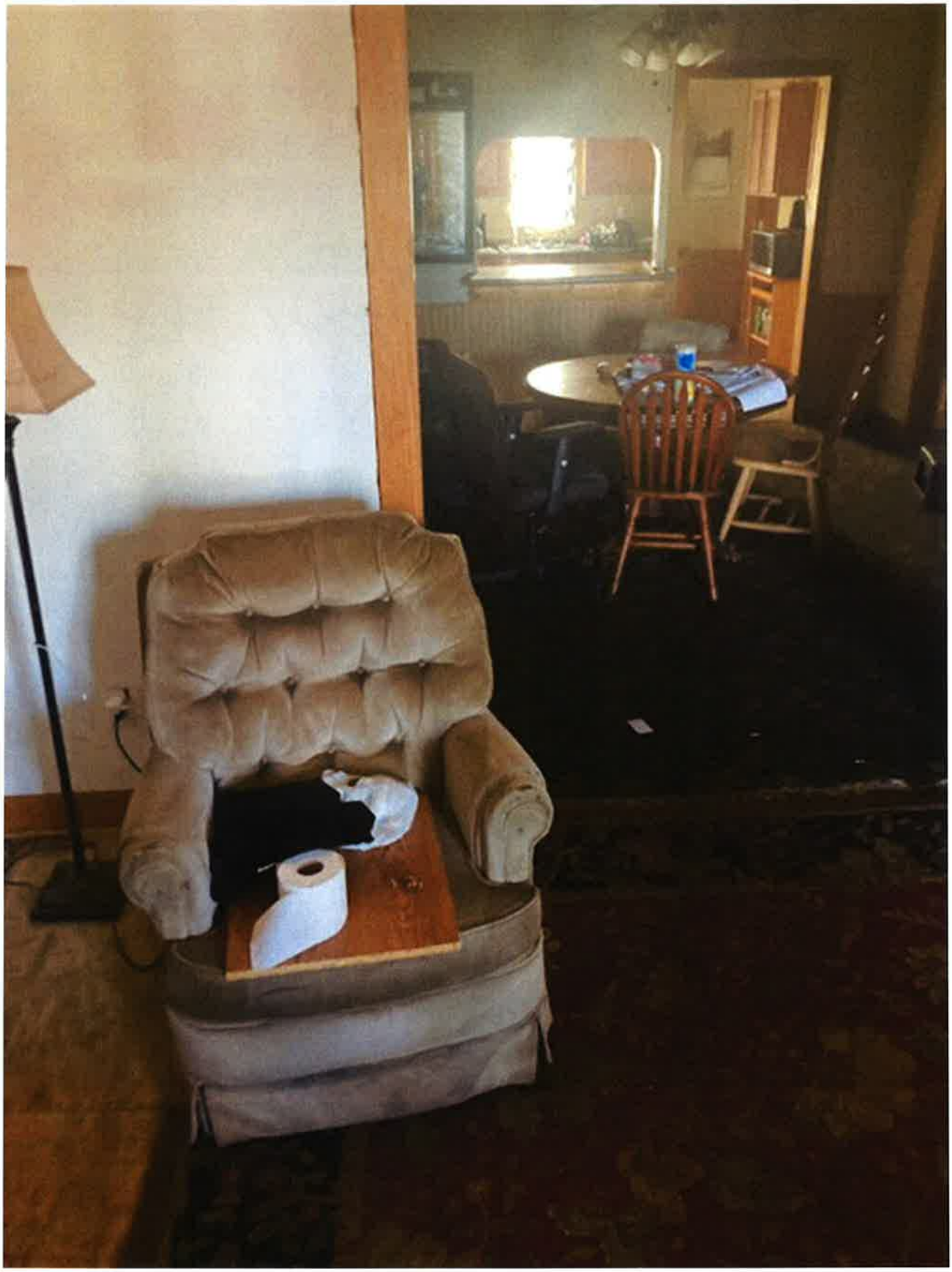
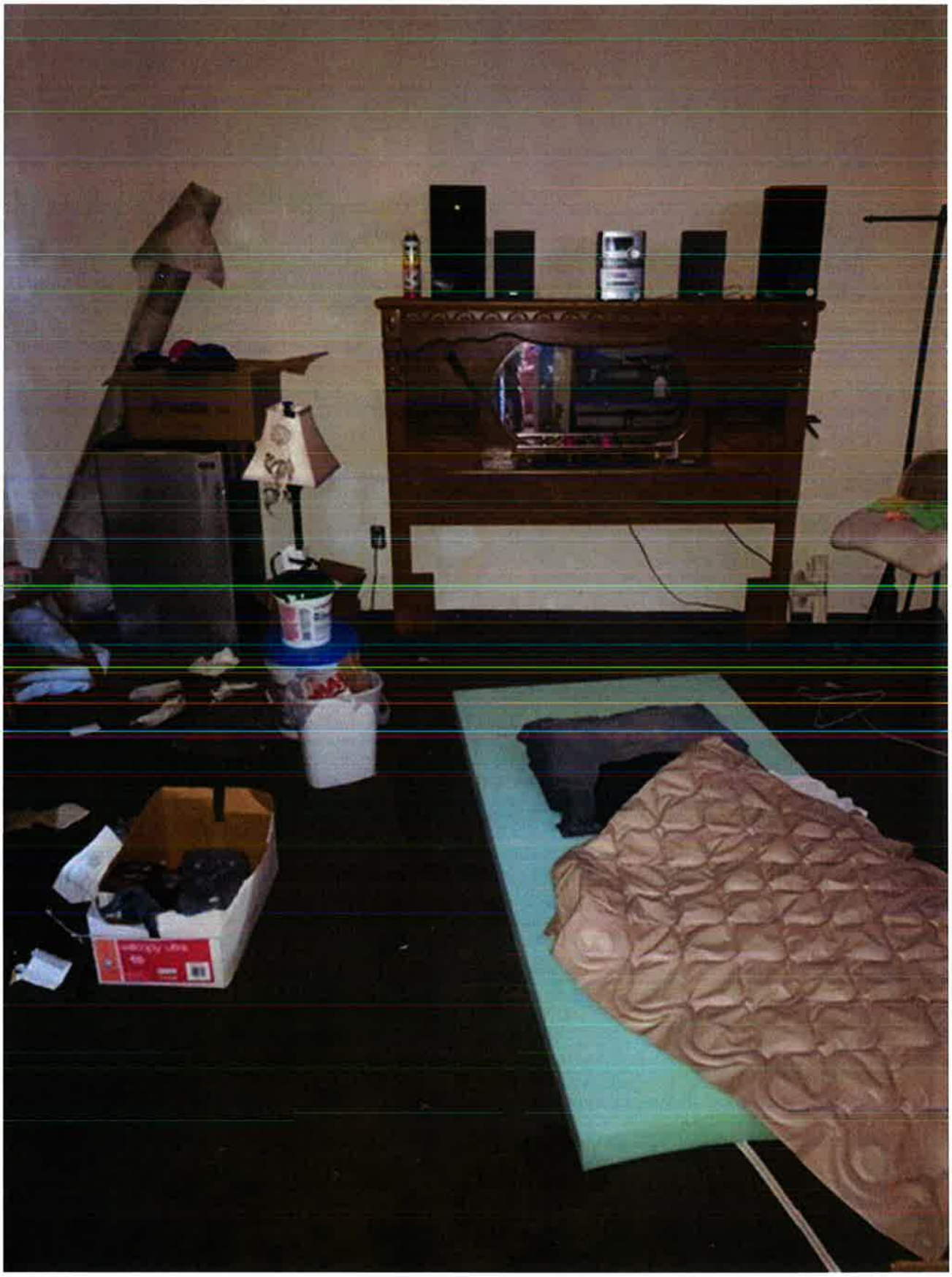
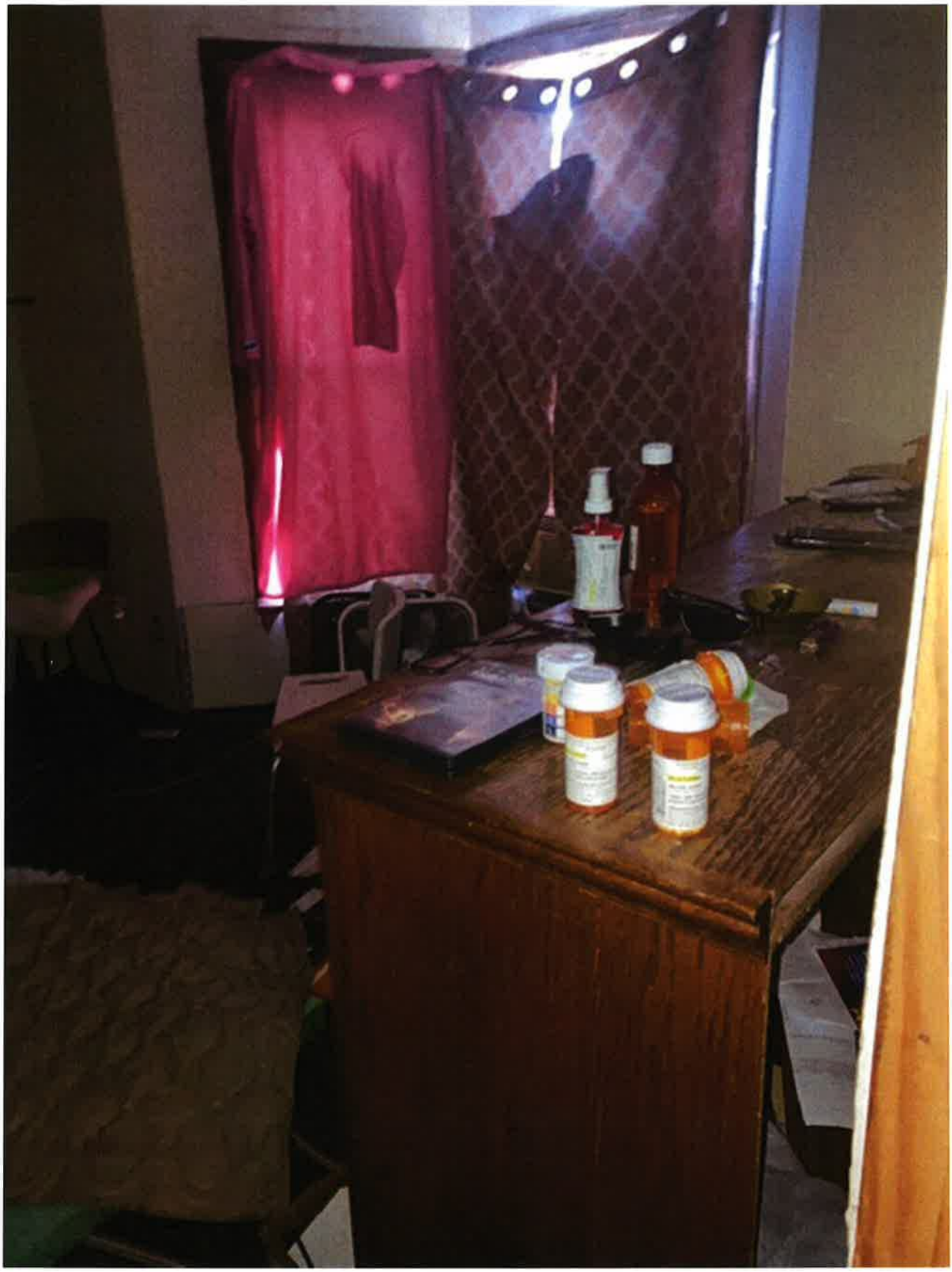
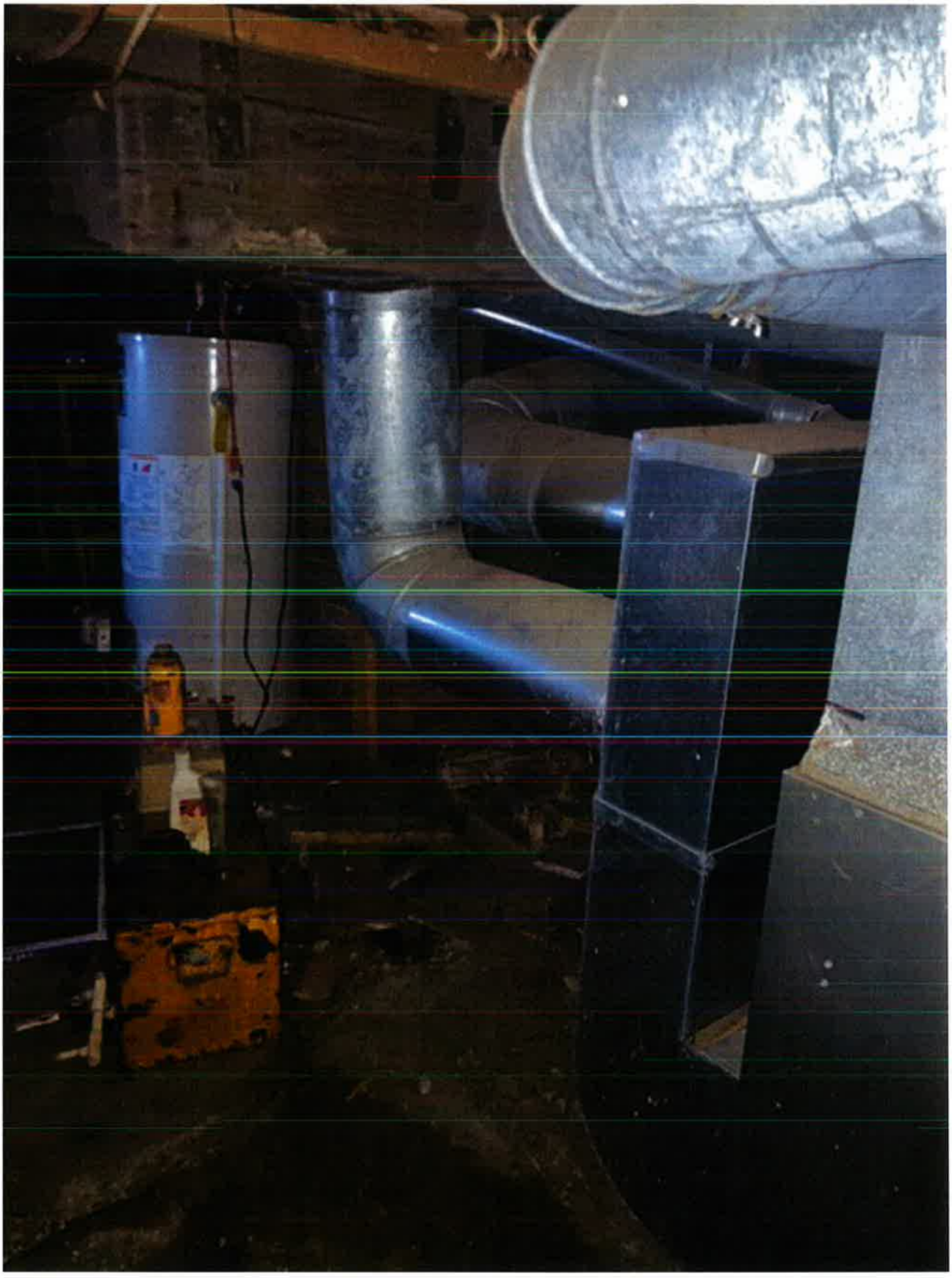








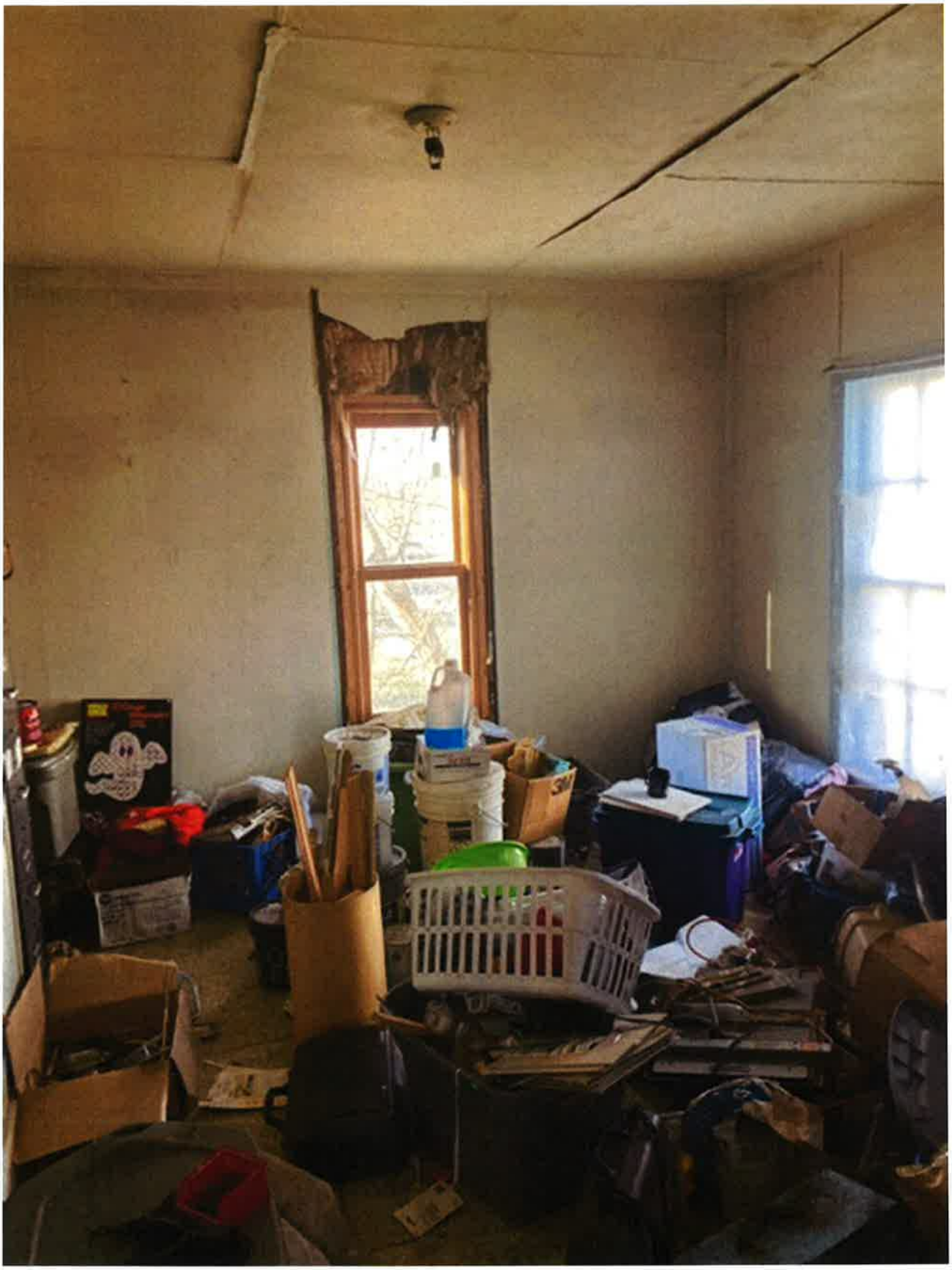


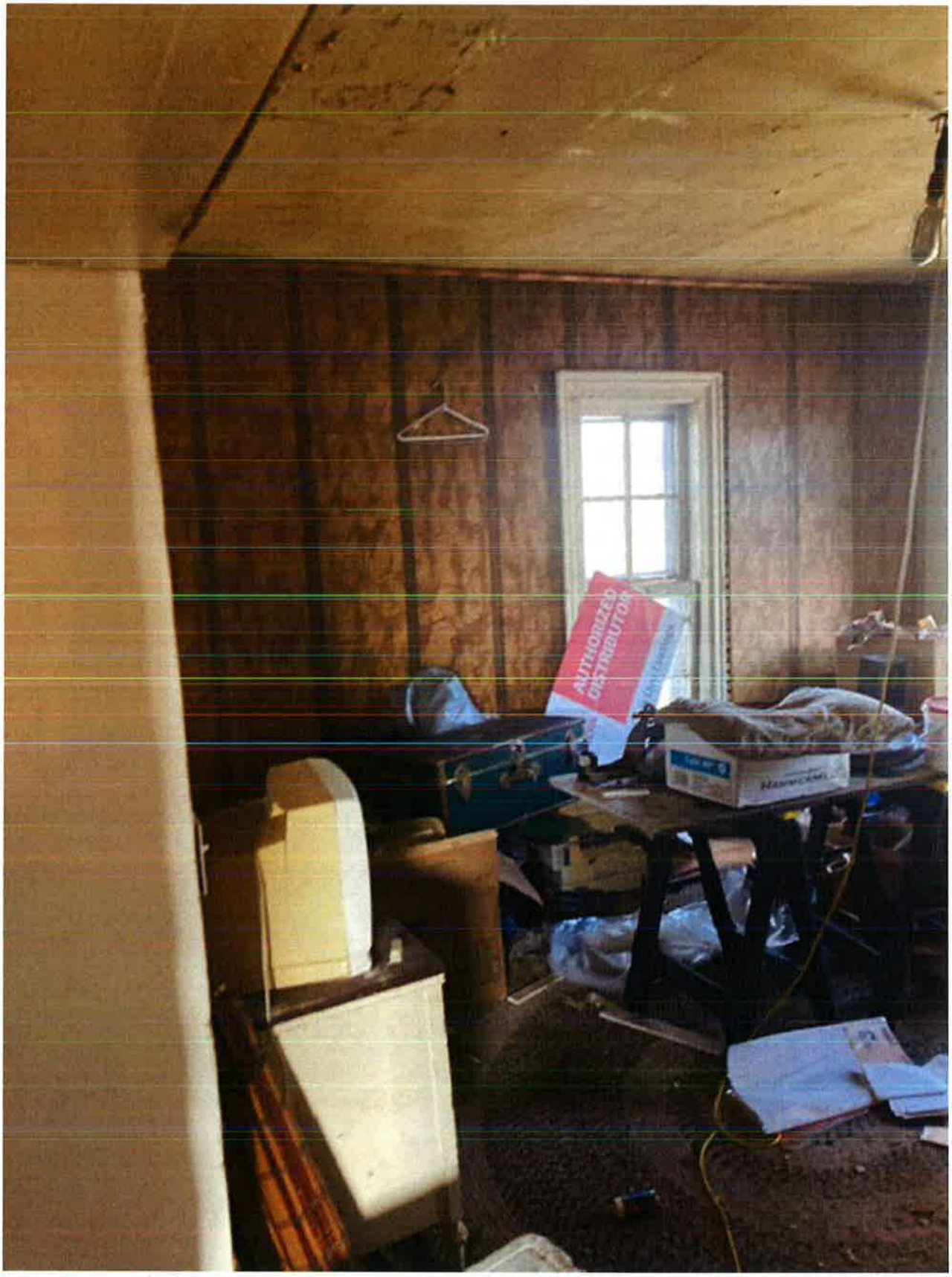











AUTHORIZED
DISTRIBUTOR



CITY OF JACKSON
Founded 1829

**Community Development Department**

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

# OFFICIAL NOTICE AND ORDER

June 26, 2023

CERTIFIED MAIL RECEIPT: 9214 8901 0661 5400 0186 9149 13
TO: FRONTA CARROLL ESTATE
c/o JOCELYN COTTON
2525 W ALPINE LAKE DR APT C
JACKSON MI 49203

RE: 441 JEFFERSON ST (HOUSE)

**YOU ARE HEREBY NOTIFIED** that the above listed structure was inspected and posted "Dangerous and Unsafe" by the City of Jackson's Community Development Department on June 22, 2023. The structure is deemed to be dangerous and a public nuisance as defined by Chapter 17, Section 17-1 et seq. of the Jackson City Code:

17-26(2) Whenever any portion has been damaged by wind, floods, or by any other cause, to such degree that its structural strength or stability is significantly weakened or is less than minimum required by the City of Jackson Building Code for a new building or structure, similar in purpose and location. (Weakened structural integrity)

17-26(3) Whenever a building or structure or any portion of appurtenance is likely to fall or become detached or dislodged or to collapse for any reason. (Structure likely to fall or collapse).

17-26(4) Whenever any portion has settled to such an extent that walls or other structural portions have materially less resistance to wind or snow loads than is required in the case of new construction by the City Building Code. (Structure has settled and is unsafe).

17-26(5) Whenever for any reason whatsoever, a building or structure or any portion is manifestly unsafe for the purpose for which it is used. (Unsafe for intended use)

17-26(6) Whenever a building or structure has been so damaged by fire or wind or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children who might play therin, or as to afford a refuge for disorderly persons as defined by Chapter 18-82 of the Code of the City of Jackson. (Structure is damaged by fire, wind or rain)

**INSPECTOR COMMENTS: Structural fire damage to home. Full interior of home damaged by fire, smoke and water with structural damage to wall/floor/ceiling framing components. Open holes through interior floor systems, exterior walls and roof system due to fire. Doors and windows open and accessible. Electrical, mechanical, plumbing systems destroyed by fire. Fire debris scattered through surrounding yard areas. Damage to full exterior of home including siding, soffit, fascia, windows, trims etc. Structure found to be dangerous and unsafe, unfit for human habitation and in a blighted condition to the surrounding neighborhood.**

17-26(7) Whenever a building or structure used, designed to be used, or zoned for dwelling purposes, because of dilapidation, decay, damaged, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation or is in a condition that is likely to work injury to the health, safety, or general welfare of its inhabitants or the general public. Violations of Chapter 14 may be used as the basis for a finding that a particular structure used, designed to be used, or zoned for dwelling purposes is unsanitary or unfit for human habitation because of dilapidation decay, damage, faulty construction, faulty arrangement or otherwise. (Unsanitary or unfit for habitation)

17-26(9) Whenever a building of structure becomes vacant and open at the doors, windows, walls, roof, or other appurtenances, leaving the interior of the building exposed to the elements or accessible to entrance by trespassers. (Open and accessible)

17-26(11) Whenever a building or structure has become damaged to such an extent that the cost of repairs necessary to place the building or structure in a safe, sound and sanitary condition exceeds one hundred (100) percent of the true cash value as reflected in the assessment rolls before the structure became unsafe.

A building permit is required for violations cited in this report. All structural, roofing, windows, stairway, foundation or similar building related work must be completed by a licensed maintenance and alteration or residential building contractor.

An electrical permit is required for all electrical system violations cited in this report. All electrical work must be completed by a licensed electrical contractor.

A mechanical permit is required for all mechanical system violations cited in this report. All mechanical work must be completed by a licensed mechanical contractor.

A plumbing permit is required for all plumbing system violations cited in this report. All plumbing work must be completed by a licensed plumbing contractor.

**YOU ARE ORDERED TO:**

1. **VACATE THE STRUCTURE IMMEDIATELY;**

2. Within **7 DAYS** from the date of this notice, either secure a demolition permit **OR** building permit. All work must be completed within **28 DAYS** from the date of this notice.
3. Have all work inspected and approved by the Community Development Department.
4. Do not re-occupy the structure until authorized in writing by the Community Development Department.
5. Do not transfer the property or structure to another person without first giving notice to the buyer and filing an "Affidavit of Disclosure" indicating that the new owner has been advised of and will fully accept and comply with outstanding code violations. (The Affidavit of Disclosure form is available from the Community Development Department, 161 W. Michigan Avenue, 3rd Floor).

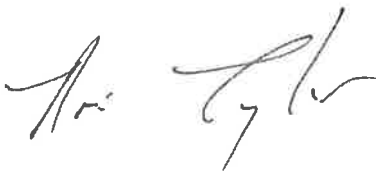
**PLEASE BE ADVISED** no person shall enter this structure except for the purpose of either making the required repairs or the demolition of the structure. If this Notice and Order is not complied with during the time period specified above, the City of Jackson's Community Development Department will start proceedings to abate the nuisance, which will result in a hearing before the Building Code Board of Examiners and Appeals. If you disagree with this Notice and Order from the Community Development Department, you may attend the hearing before the Building Code Board of Examiners and Appeals and show cause why this Notice and Order should not be upheld or why you cannot comply with it.

The Building Code Board of Examiners and Appeals may enter an Order authorizing the Community Development Department to **demolish or otherwise make safe** the structure with all costs being the responsibility of the owner(s). **You will be invoiced for these costs. If you fail to make full payment on the invoice, these costs will be assessed against the property as a special assessment and the City of Jackson may sue the owner(s) in court for these costs without losing the LIEN filed against the property under the special assessment. The City can take all necessary steps to enforce any court judgment.**

**IF YOU ARE A NON-OWNER OCCUPANT OF THE STRUCTURE,** you may attend the hearing to present evidence and testify as to the dangerous conditions and as to whether you should be allowed to re-occupy the structure. All non-owner occupants who have vacated the structure and wish to testify before the Building Code Board of Examiners and Appeals must notify the Community Development Department of their new address so that they may be notified of the time, date, and place of all hearings.

**PLEASE NOTE** that pursuant to Section 5.3 of the City of Jackson code of Ordinances, all garages, sheds and accessory structures or temporary structures, including but not limited to poles, decks, fences, retaining walls, carports, pools and play structures will also be demolished and/or removed from the property and the property owner will not be entitled to any reimbursement.

Sincerely,



Brian Taylor
Chief Building Official

pc File

## RESOLUTION

**BY THE CITY COUNCIL:**

**WHEREAS**, the City has a Dangerous Structures Ordinance, being Sections 17-26 and 17-27 of the Jackson City Code of Ordinances; and

**WHEREAS**, the Dangerous Structures Ordinance allows the City to collect fees for costs and expenses incurred by the City in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the Dangerous Structures Ordinance provides in part that such fees for costs and expenses shall be established by Resolution of the City Council; and

**WHEREAS**, the Department of Neighborhood and Economic Operations, Division of Building Inspection, has carefully reviewed the costs and expenses incurred in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the City Council has not increased the costs and expenses for proceedings before the City's Building Code Board of Examiners and Appeals since 1996; and

**WHEREAS**, the City Council considered the proposed Schedule at its April 13, 2010 meeting and voted to adopt the Schedule as recommended by the Finance Committee;

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to Chapter 17, Article II of the Jackson City Code, the following is hereby adopted as fees for the costs and expenses identified in Subsection 17-27 (n) of the City's Dangerous Structures Ordinance:

Any dangerous building or structure posted with a hazardous notice and order as open and accessible or a notice to vacate as unfit for human habitation ..... $ 75.00

Monthly monitoring fee for condemned, hazardous, or vacated properties ..... $ 20.00

Any dangerous building or structure posted with a condemned notice and order that is repaired in accordance with said Notice and Order ..... $ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals conducts a public hearing and enters a Decision and Order to either continue or dismiss the hearing ..... $ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals enters a Decision and Order to uphold a Notice and Order including recording of a Notice of Decision and Order .....$ 330.00

Any follow up inspections required for Building Code Board of Examiners and Appeals hearings whether before or after a final decision .....$ 45.00

The recording of a Release of a Notice of Decision and Order of Condemnation.....$ 40.00

**BE IT FURTHER RESOLVED** that a copy of the fee schedule shall be provided to the property owner with the first mailing of the Notice and Order; provided, however, all demolition costs, if any, which may be incurred by the City pursuant to a demolition of a dangerous structure, shall continue to be assessed and collected as provided in the Dangerous Structures Ordinance;

**BE IT FURTHER RESOLVED** that any provision of any other Resolution which is in conflict with this Resolution shall be, and the same is hereby, rescinded.

* * * * * *

State of Michigan )
County of Jackson ) ss
City of Jackson )

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on September 25, 2012.

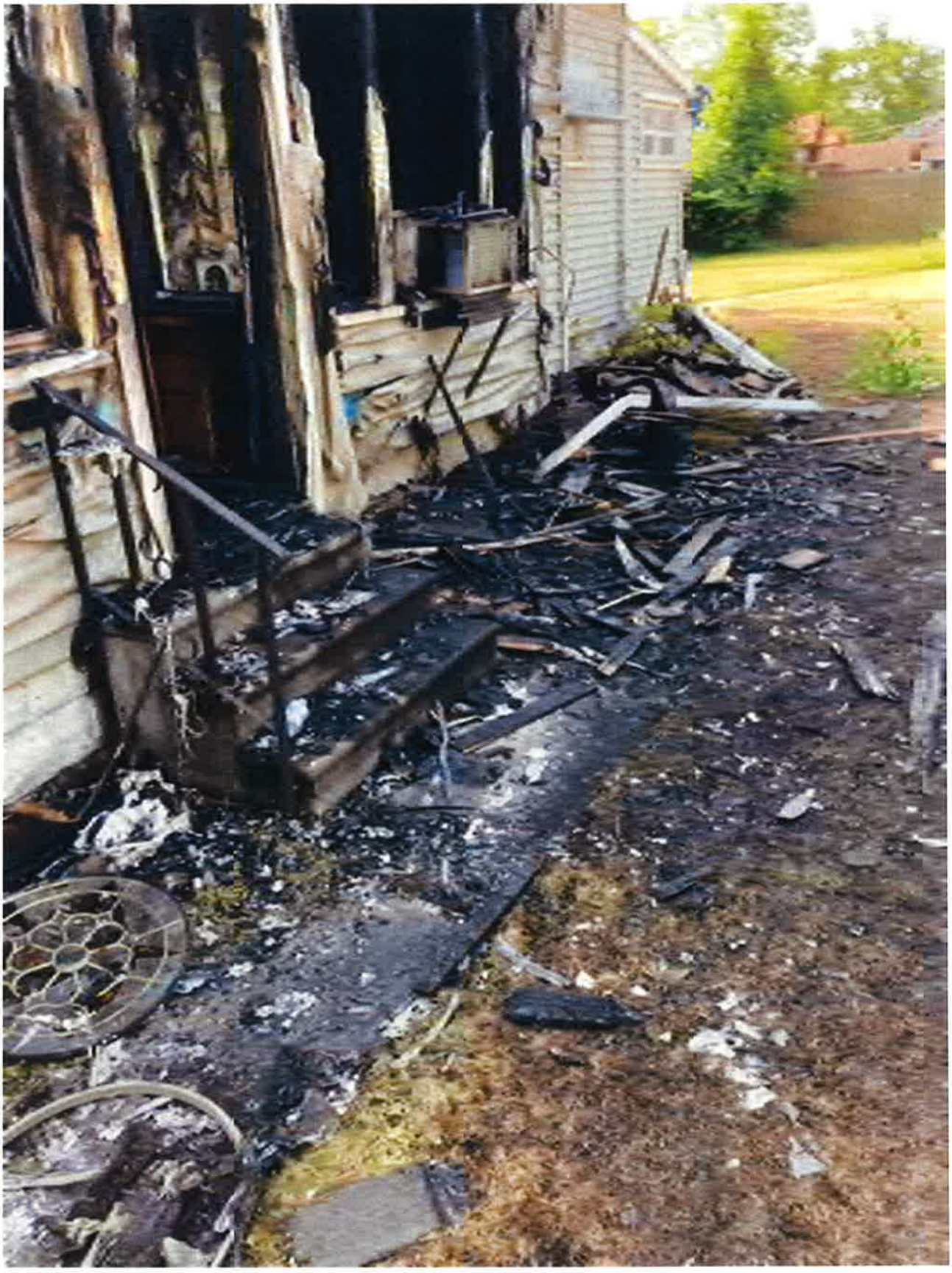
IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan on this 26th day of Sept., 2012.

Lynn Fessel

Lynn Fessel, City Clerk

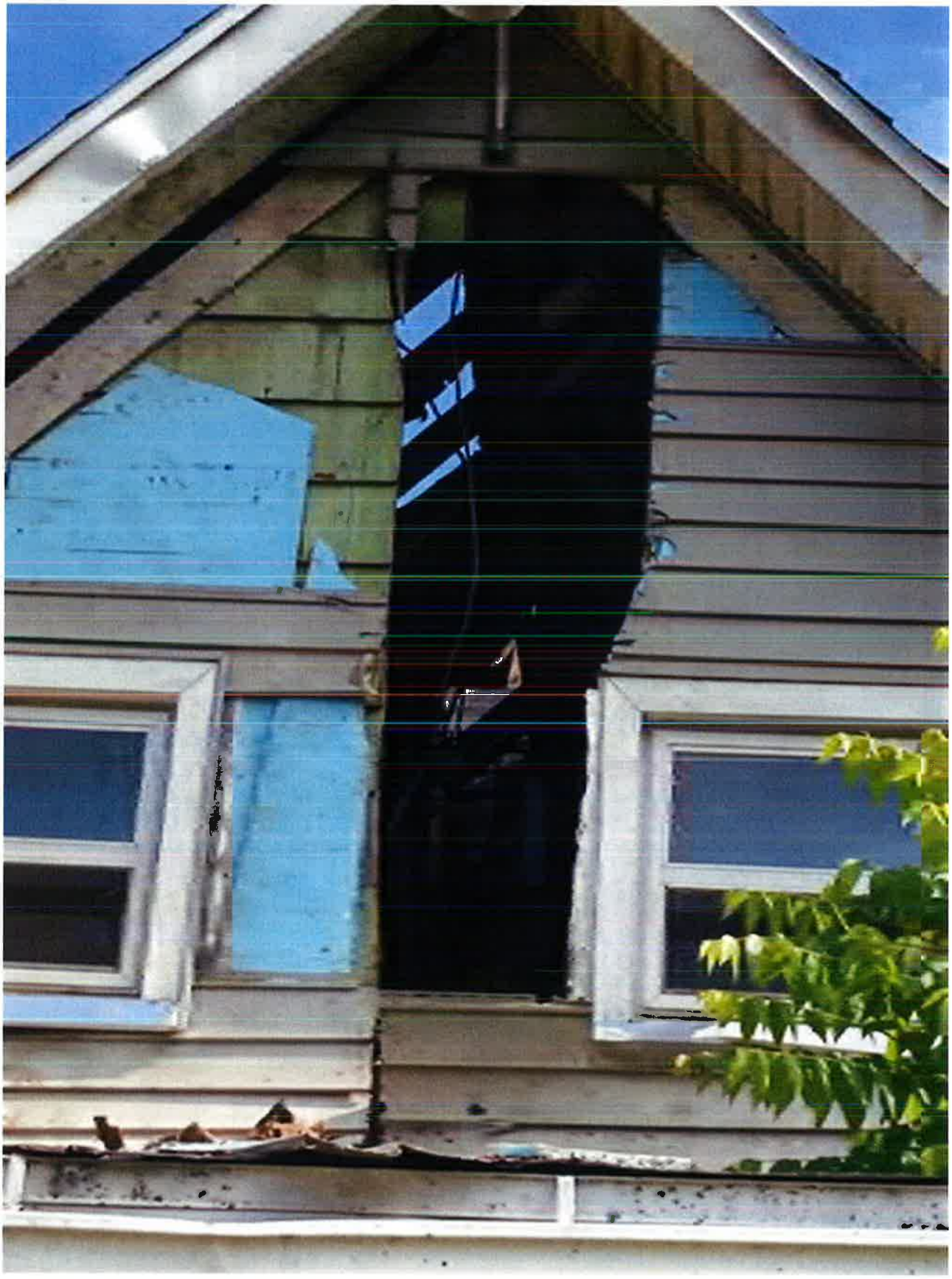






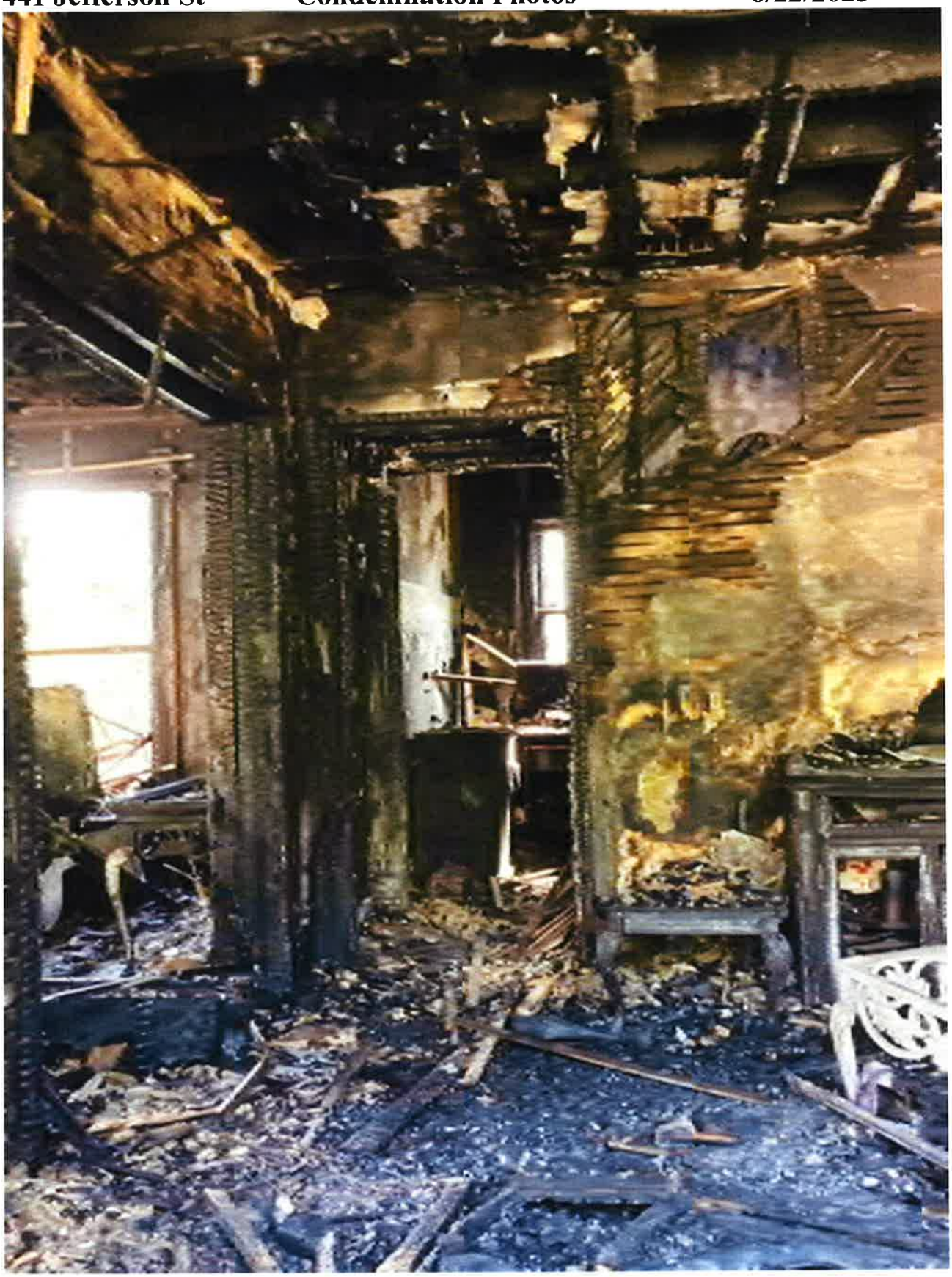



















Dangerous Building Or
Structure Condemned
DO NOT ENTER—UNSAFE TO OCCUPY
DEMOLITION
PROCESS

CITY OF JACKSON
Founded 1829

Neighborhood & Economic Operations

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060, (517) 788-4012 • Facsimile: (866) 971-2151

# OFFICIAL NOTICE AND ORDER

August 06, 2019

CERTIFIED MAIL RECEIPT: 9269 3901 0661 5400 0141 2026 78

TO: ESSEX AMBERLE & DENNIS
1205 LINWOOD AVE
JACKSON MI 49203

RE: 1205 LINWOOD AVE (HOUSE/GARAGE)

**YOU ARE HEREBY NOTIFIED** that the above listed structure was inspected and posted "Dangerous and Unsafe" by the City of Jackson's Neighborhood and Economic Operations Department on July 8, 2019. The structure is deemed to be dangerous and a public nuisance as defined by Chapter 17, Section 17-1 et seq. of the Jackson City Code:

17-26(5)
Whenever for any reason whatsoever, a building or structure or any portion is manifestly unsafe for the purpose for which it is used. (Unsafe for intended use)

**INSPECTOR COMMENTS: Structural fire damage incurred to home. Exterior roof damaged and in a deteriorated/ weaken condition. Soffit, fascia and siding fire damaged on the south and east sides. Windows fire damaged and open and accessible on the south and east sides of home. South bedroom, back room and bathroom damaged by fire at floors, walls, ceilings (missing and or grumbling) and open to the exterior walls and attic. Fire damage to the trims, base, windows, doors and trim work. Water and smoke damage throughout the entire home. Electrical, mechanical, plumbing systems damage by fire. Gas and electric service to home disconnected due to fire damage. Structure found to be unfit for human habitation, unsafe and hazardous condition. Building, electrical, plumbing and mechanical permits will be required for repairs to home.**

17-26(6) Whenever a building or structure has been so damaged by fire or wind or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children who might play therein, or as to afford a refuge for disorderly persons as defined by Chapter 18-82 of the Code of the City of Jackson. (Structure is damaged by fire, wind or rain)

17-26(7)
Whenever a building or structure used, designed to be used, or zoned for dwelling purposes, because of dilapidation, decay, damaged, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation or is in a condition that is likely to work injury to the health, safety, or general welfare of its inhabitants or the general public. Violations of Chapter 14 may be used as the basis for a finding that a particular structure used, designed to be used, or zoned for dwelling purposes is unsanitary or unfit for human habitation because of dilapidation decay, damage, faulty construction, faulty arrangement or otherwise. (Unsanitary or unfit for habitation)

17-26(8)
Whenever a building or structure designed or zoned for use as a residence has remained vacant and boarded up for a period in excess of six (6) continuous months and has been found to be unfit for human habitation after inspection under Chapter 14 of this City code by the Building Inspection Division of the Department of Neighborhood and Economic Operations. (Vacant and boarded up for over six months)

17-26(11) Whenever a building or structure has become damaged to such an extent that the cost of repairs necessary to place the building or structure in a safe, sound and sanitary condition exceeds one hundred (100) percent of the true cash value as reflected in the assessment rolls before the structure became unsafe.

**YOU ARE ORDERED TO**

1. **VACATE THE STRUCTURE IMMEDIATELY**;

2. Within **7 DAYS** from the date of this notice, either secure a demolition permit **OR** building permit. All work must be completed within **28 DAYS** from the date of this notice.
3. Have all work inspected and approved by the Neighborhood and Economic Operations Department.
4. Do not re-occupy the structure until authorized in writing by the Neighborhood and Economic Operations Department.
5. Do not transfer the property or structure to another person without first giving notice to the buyer and filing an "Affidavit of Disclosure" indicating that the new owner has been advised of and will fully accept and comply with outstanding code violations. (The Affidavit of Disclosure form is available from the Neighborhood and Economic Operations Department, 161 W. Michigan Avenue, 3rd Floor).

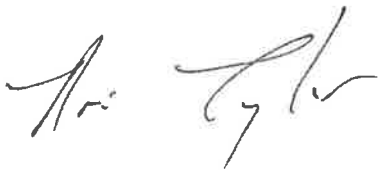
**PLEASE BE ADVISED** no person shall enter this structure except for the purpose of either making the required repairs or the demolition of the structure. If this Notice and Order is not complied with during the time period specified above, the City of Jackson's Neighborhood and Economic Operations Department will start proceedings to abate the nuisance, which will result in a hearing before the Building Code Board of Examiners and Appeals. If you disagree with this Notice and Order from the Neighborhood and Economic Operations Department, you may attend the hearing before the Building Code Board of Examiners and Appeals and show cause why this Notice and Order should not be upheld or why you cannot comply with it.

The Building Code Board of Examiners and Appeals may enter an Order authorizing the Neighborhood and Economic Operations Department to **demolish or otherwise make safe** the structure with all costs being the responsibility of the owner(s). **You will be invoiced for these costs**. **If you fail to make full payment on the invoice, these costs will be assessed against the property as a special assessment and the City of Jackson may sue the owner(s) in court for these costs without losing the LIEN filed against the property under the special assessment. The City can take all necessary steps to enforce any court judgment.**

**IF YOU ARE A NON-OWNER OCCUPANT OF THE STRUCTURE,** you may attend the hearing to present evidence and testify as to the dangerous conditions and as to whether you should be allowed to re-occupy the structure. All non-owner occupants who have vacated the structure and wish to testify before the Building Code Board of Examiners and Appeals must notify the Neighborhood and Economic Operations Department of their new address so that they may be notified of the time, date, and place of all hearings.

**PLEASE NOTE** that pursuant to Section 5.3 of the City of Jackson code of Ordinances, all garages, sheds and accessory structures or temporary structures, including but not limited to poles, decks, fences, retaining walls, carports, pools and play structures will also be demolished and/or removed from the property and the property owner will not be entitled to any reimbursement.

Sincerely,



Brian Taylor
Chief Building Official

BT

**Cc: INVERSE ASSET FUND LLC, 13785 RESEARCH BLVD, STE 125-146, AUSTIN, TX 78750**

## RESOLUTION

**BY THE CITY COUNCIL:**

**WHEREAS**, the City has a Dangerous Structures Ordinance, being Sections 17-26 and 17-27 of the Jackson City Code of Ordinances; and

**WHEREAS**, the Dangerous Structures Ordinance allows the City to collect fees for costs and expenses incurred by the City in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the Dangerous Structures Ordinance provides in part that such fees for costs and expenses shall be established by Resolution of the City Council; and

**WHEREAS**, the Department of Neighborhood and Economic Operations, Division of Building Inspection, has carefully reviewed the costs and expenses incurred in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the City Council has not increased the costs and expenses for proceedings before the City's Building Code Board of Examiners and Appeals since 1996; and

**WHEREAS**, the City Council considered the proposed Schedule at its April 13, 2010 meeting and voted to adopt the Schedule as recommended by the Finance Committee;

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to Chapter 17, Article II of the Jackson City Code, the following is hereby adopted as fees for the costs and expenses identified in Subsection 17-27 (n) of the City's Dangerous Structures Ordinance:

Any dangerous building or structure posted with a hazardous notice and order as open and accessible or a notice to vacate as unfit for human habitation.....$ 75.00

Monthly monitoring fee for condemned, hazardous, or vacated properties.....$ 20.00

Any dangerous building or structure posted with a condemned notice and order that is repaired in accordance with said Notice and Order.....$ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals conducts a public hearing and enters a Decision and Order to either continue or dismiss the hearing.....$ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals enters a Decision and Order to uphold a Notice and Order including recording of a Notice of Decision and Order .....$ 330.00

Any follow up inspections required for Building Code Board of Examiners and Appeals hearings whether before or after a final decision .....$ 45.00

The recording of a Release of a Notice of Decision and Order of Condemnation.....$ 40.00

**BE IT FURTHER RESOLVED** that a copy of the fee schedule shall be provided to the property owner with the first mailing of the Notice and Order; provided, however, all demolition costs, if any, which may be incurred by the City pursuant to a demolition of a dangerous structure, shall continue to be assessed and collected as provided in the Dangerous Structures Ordinance;

**BE IT FURTHER RESOLVED** that any provision of any other Resolution which is in conflict with this Resolution shall be, and the same is hereby, rescinded.

* * * * * *

State of Michigan )
County of Jackson ) ss
City of Jackson )

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on September 25, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan on this 26th day of Sept., 2012.

Lynn Fessel

Lynn Fessel, City Clerk

CITY OF JACKSON
Founded 1829

**Neighborhood & Economic Operations**

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060, (517) 788-4012 • Facsimile: (866) 971-2151

# BUILDING CODE BOARD OF EXAMINERS AND APPEALS IN REGARD TO THE MATTER OF: 1205 LINWOOD AVE DECISION AND ORDER

At a session of said Building Code Board of Appeals held in the City of Jackson, County of Jackson, State of Michigan on the _19th day of December, 2019.

Upon hearing the evidence and examining the exhibits, the Building Code Board of Examiners and Appeals finds that the Notice and Order served upon the Owner(s) of record ESSEX AMBERLE & DENNIS is hereby UPHELD.

NOW, THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED that the structure located at 1205 LINWOOD AVE is a dangerous structure as defined by Chapter 17, Sections 17-26 (5, 6, 7, 8 & 11) and 17-27 of the Code of the City of Jackson, because:

Structural fire damage incurred to home. Exterior roof damaged and in a deteriorated/ weaken condition. Soffit, fascia and siding fire damaged on the south and east sides. Windows fire damaged and open and accessible on the south and east sides of home. South bedroom, back room and bathroom damaged by fire at floors, walls, ceilings (missing and or grumbling) and open to the exterior walls and attic. Fire damage to the trims, base, windows, doors and trim work. Water and smoke damage throughout the entire home. Electrical, mechanical, plumbing systems damage by fire. Gas and electric service to home disconnected due to fire damage. Structure found to be unfit for human habitation, unsafe and hazardous condition. Building, electrical, plumbing and mechanical permits will be required for repairs to home.

The Owner(s) failed to comply with the requirements of the Notice and Order dated August 6, 2019.

IT IS FURTHER ORDERED AND ADJUDGED that the Building Inspection Division shall cause said structure to be demolished or otherwise made safe, with the cost of same to be the responsibility of the Owner(s).

**IF YOU DO NOT AGREE WITH THIS DECISION AND ORDER OF THE BUILDING CODE BOARD OF APPEALS, YOU MAY APPEAL IT TO THE CIRCUIT COURT BY FILING A PETITION FOR A TEMPORARY RESTRAINING ORDER AND A COMPLAINT FOR AN ORDER OF SUPERINTENDING CONTROL WITHIN TWENTY (20) DAYS OF THE DATE OF THIS DECISION. YOU MUST ALSO SERVE A COPY OF THE PETITION AND TEMPORARY ORDER UPON THE CITY OF JACKSON WITHIN THAT TIME PERIOD TO STOP ANY CITY ACTION TAKEN TOWARD THE PROPERTY.**

**PLEASE NOTE THAT THE CITY OF JACKSON WILL, BY SPECIAL ASSESSMENT, ASSESS ALL COSTS INCURRED TO ENFORCE THIS DECISION AND ORDER AGAINST THE PROPERTY AND THE CITY OF JACKSON MAY FILE SUIT TO RECOVER THESE COSTS AGAINST THE OWNER(S) WITHOUT LOSING ITS RIGHT TO PLACE A LIEN ON THE PROPERTY.**

**DATE:** 12-19-19

Jason Covalle

Mark Fish

Bill Benedetto

Dave Wooden




Structure Condemned
DO NOT ENTER---UNSAFE TO OCCUPY
DEMOLITION
PROCESS


CUBIC FEET





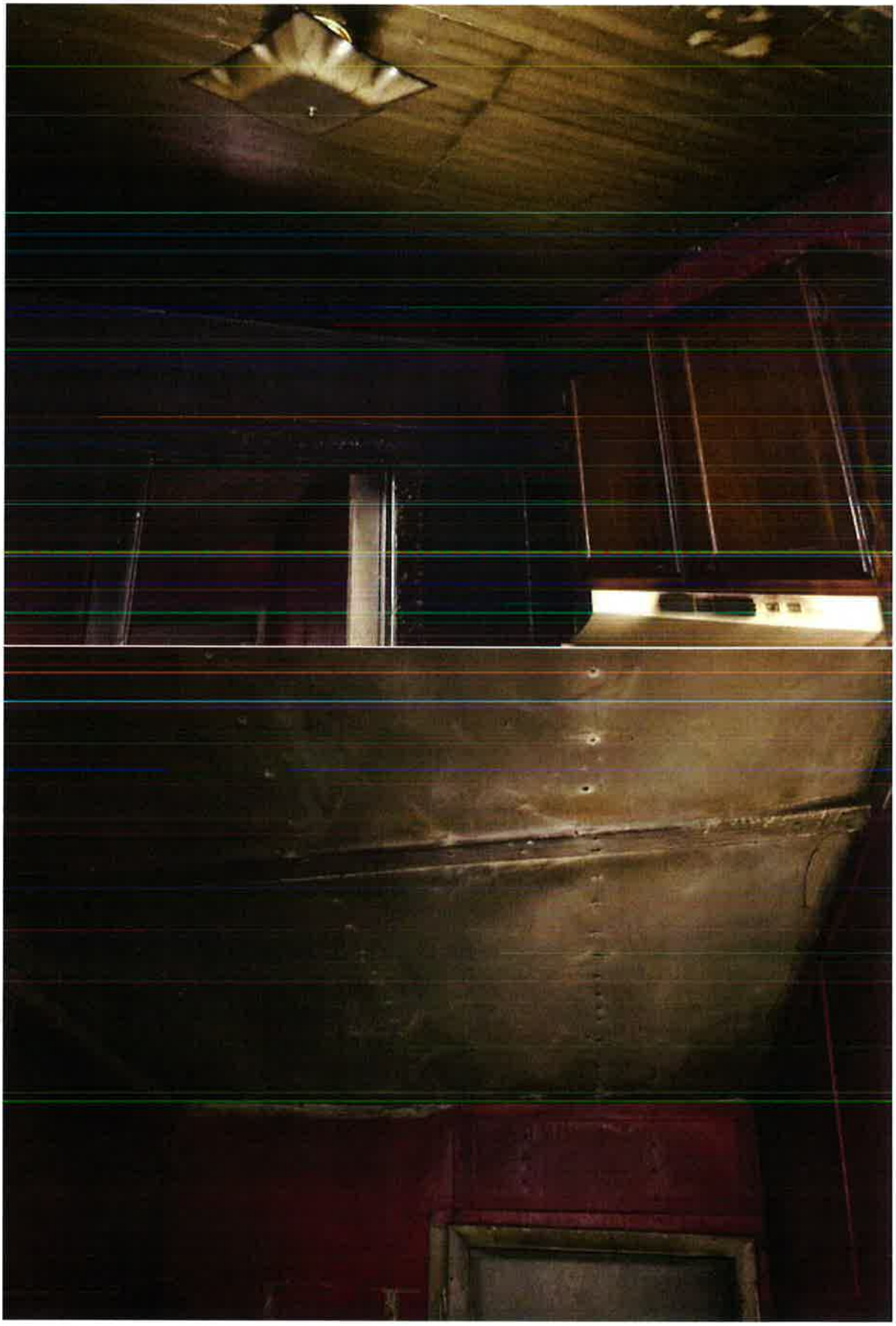

DIRECTV





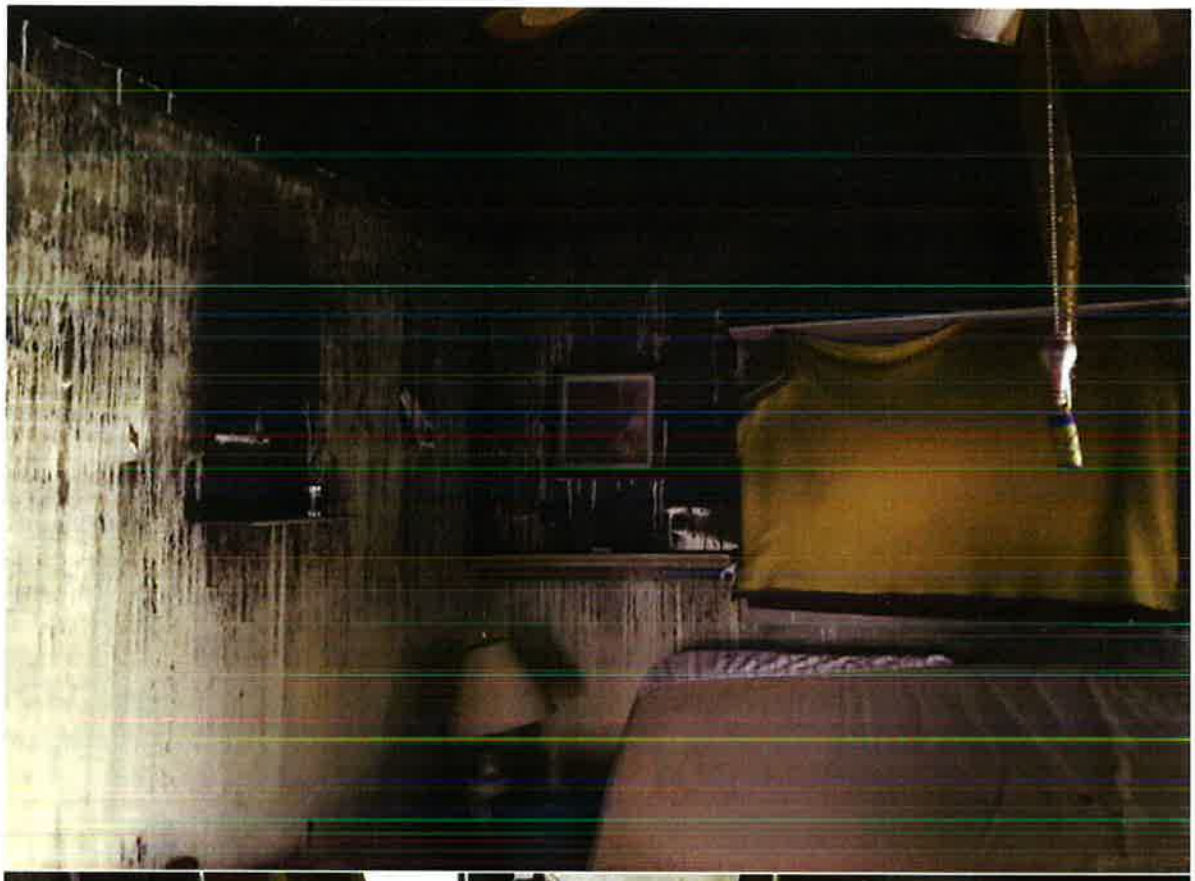








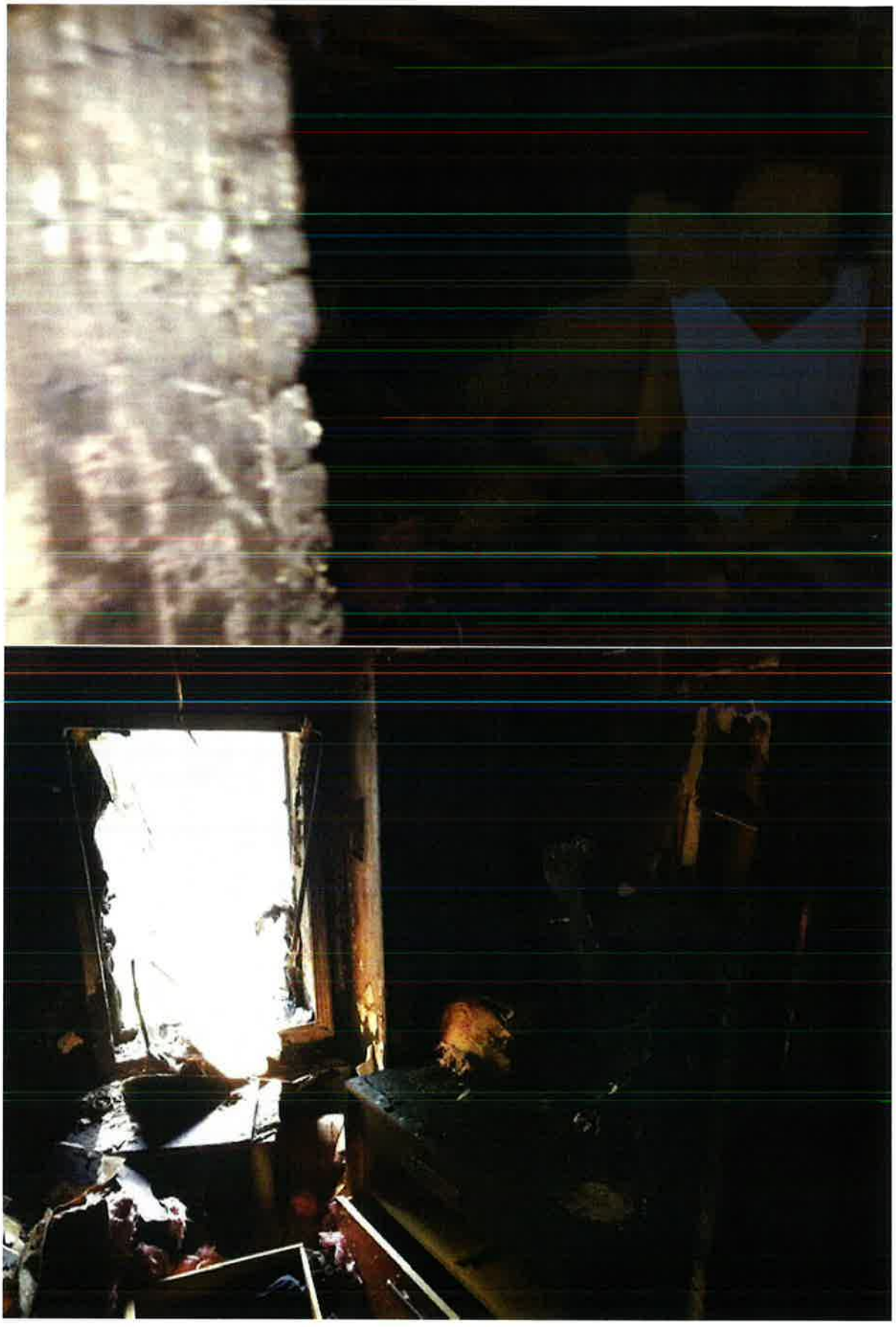












CITY OF JACKSON
Founded 1829

**Community Development Department**

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

# OFFICIAL NOTICE AND ORDER

February 06, 2023

CERTIFIED MAIL RECEIPT: 9214 8901 0661 5400 0183 1087 28

TO: MEEUWSEN NATASHA
140 BATES ST
JACKSON MI 49202

RE: 140 BATES ST - HOUSE

**YOU ARE HEREBY NOTIFIED** that the above listed structure was inspected and posted "Dangerous and Unsafe" by the City of Jackson's Community Development Department on February 2, 2023. The structure is deemed to be dangerous and a public nuisance as defined by Chapter 17, Section 17-1 et seq. of the Jackson City Code:

17-26(5) Whenever for any reason whatsoever, a building or structure or any portion is manifestly unsafe for the purpose for which it is used. (Unsafe for intended use)

17-26(6) Whenever a building or structure has been so damaged by fire or wind or flood, or has become so dilapidated or deteriorated as to become an attractive nuisance to children who might play therin, or as to afford a refuge for disorderly persons as defined by Chapter 18-82 of the Code of the City of Jackson. (Structure is damaged by fire, wind or rain)

17-26(7) Whenever a building or structure used, designed to be used, or zoned for dwelling purposes, because of dilapidation, decay, damaged, faulty construction or arrangement, or otherwise, is unsanitary or unfit for human habitation or is in a condition that is likely to work injury to the health, safety, or general welfare of its inhabitants or the general public. Violations of Chapter 14 may be used as the basis for a finding that a particular structure used, designed to be used, or zoned for dwelling purposes is unsanitary or unfit for human habitation because of dilapidation decay, damage, faulty construction, faulty arrangement or otherwise. (Unsanitary or unfit for habitation)

17-26(8) Whenever a building or structure designed or zoned for use as a residence has remained vacant and boarded up for a period in excess of six (6) continuous months and has been found to be unfit for human habitation after inspection under Chapter 14 of this City code by the Building Inspection Division of the Department of Neighborhood and Economic Operations. (Vacant and boarded up for over six months)

17-26(11) Whenever a building or structure has become damaged to such an extent that the cost of repairs necessary to place the building or structure in a safe, sound and sanitary condition exceeds one hundred (100) percent of the true cash value as reflected in the assessment rolls before the structure became unsafe.

**INSPECTOR COMMENTS: Utilities to home disconnected. Interior of home found to be unfit for human habitation. Kitchen no bathrooms removed. Electrical, plumbing and mechanical systems vandalized throughout. Basement piled with dirt due to failed foundation wall. Open trench to S side of home from failed foundation allowing animals and weather access to home and creating fall hazard. Exterior siding, windows trims and roofing deteriorated with missing coverings allowing water access to home. Ceilings, walls, floors and trims on first and second floors are water damaged due to holes in roof and walls allowing the elements into the home. Home to be dangerous and unsafe and in a blighted condition and a detriment to the neighborhood.**

A plumbing permit is required for all plumbing system violations cited in this report. All plumbing work must be completed by a licensed plumbing contractor.

A mechanical permit is required for all mechanical system violations cited in this report. All mechanical work must be completed by a licensed mechanical contractor.

An electrical permit is required for all electrical system violations cited in this report. All electrical work must be completed by a licensed electrical contractor.

A building permit is required for violations cited in this report. All structural, roofing, windows, stairway, foundation or similar building related work must be completed by a licensed maintenance and alteration or residential building contractor.

**YOU ARE ORDERED TO:**

1. **VACATE THE STRUCTURE IMMEDIATELY**;

2. Within **7 DAYS** from the date of this notice, either secure a demolition permit **OR** building permit. All work must be completed within **28 DAYS** from the date of this notice.
3. Have all work inspected and approved by the Community Development Department.
4. Do not re-occupy the structure until authorized in writing by the Community Development Department.
5. Do not transfer the property or structure to another person without first giving notice to the buyer and filing an "Affidavit of Disclosure" indicating that the new owner has been advised of and will fully accept and comply with outstanding code violations. (The Affidavit of Disclosure form is available from the Community Development Department, 161 W. Michigan Avenue, 3rd Floor).

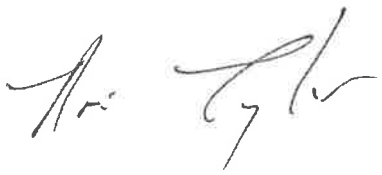
**PLEASE BE ADVISED** no person shall enter this structure except for the purpose of either making the required repairs or the demolition of the structure. If this Notice and Order is not complied with during the time period specified above, the City of Jackson's Community Development Department will start proceedings to abate the nuisance, which will result in a hearing before the Building Code Board of Examiners and Appeals. If you disagree with this Notice and Order from the Community Development Department, you may attend the hearing before the Building Code Board of Examiners and Appeals and show cause why this Notice and Order should not be upheld or why you cannot comply with it.

The Building Code Board of Examiners and Appeals may enter an Order authorizing the Community Development Department to **demolish or otherwise make safe** the structure with all costs being the responsibility of the owner(s). **You will be invoiced for these costs. If you fail to make full payment on the invoice, these costs will be assessed against the property as a special assessment and the City of Jackson may sue the owner(s) in court for these costs without losing the LIEN filed against the property under the special assessment. The City can take all necessary steps to enforce any court judgment.**

**IF YOU ARE A NON-OWNER OCCUPANT OF THE STRUCTURE,** you may attend the hearing to present evidence and testify as to the dangerous conditions and as to whether you should be allowed to re-occupy the structure. All non-owner occupants who have vacated the structure and wish to testify before the Building Code Board of Examiners and Appeals must notify the Community Development Department of their new address so that they may be notified of the time, date, and place of all hearings.

**PLEASE NOTE** that pursuant to Section 5.3 of the City of Jackson code of Ordinances, all garages, sheds and accessory structures or temporary structures, including but not limited to poles, decks, fences, retaining walls, carports, pools and play structures will also be demolished and/or removed from the property and the property owner will not be entitled to any reimbursement.

Sincerely,



Brian Taylor
Chief Building Official

pc File

## RESOLUTION

**BY THE CITY COUNCIL:**

**WHEREAS**, the City has a Dangerous Structures Ordinance, being Sections 17-26 and 17-27 of the Jackson City Code of Ordinances; and

**WHEREAS**, the Dangerous Structures Ordinance allows the City to collect fees for costs and expenses incurred by the City in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the Dangerous Structures Ordinance provides in part that such fees for costs and expenses shall be established by Resolution of the City Council; and

**WHEREAS**, the Department of Neighborhood and Economic Operations, Division of Building Inspection, has carefully reviewed the costs and expenses incurred in initiating proceedings before the City's Building Code Board of Examiners and Appeals; and

**WHEREAS**, the City Council has not increased the costs and expenses for proceedings before the City's Building Code Board of Examiners and Appeals since 1996; and

**WHEREAS**, the City Council considered the proposed Schedule at its April 13, 2010 meeting and voted to adopt the Schedule as recommended by the Finance Committee;

**NOW, THEREFORE, BE IT RESOLVED** that pursuant to Chapter 17, Article II of the Jackson City Code, the following is hereby adopted as fees for the costs and expenses identified in Subsection 17-27 (n) of the City's Dangerous Structures Ordinance:

Any dangerous building or structure posted with a hazardous notice and order as open and accessible or a notice to vacate as unfit for human habitation ..... $ 75.00

Monthly monitoring fee for condemned, hazardous, or vacated properties ..... $ 20.00

Any dangerous building or structure posted with a condemned notice and order that is repaired in accordance with said Notice and Order ..... $ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals conducts a public hearing and enters a Decision and Order to either continue or dismiss the hearing ..... $ 175.00

Any dangerous building or structure for which the Building Code Board of Examiners and Appeals enters a Decision and Order to uphold a Notice and Order including recording of a Notice of Decision and Order .....$ 330.00

Any follow up inspections required for Building Code Board of Examiners and Appeals hearings whether before or after a final decision .....$ 45.00

The recording of a Release of a Notice of Decision and Order of Condemnation.....$ 40.00

**BE IT FURTHER RESOLVED** that a copy of the fee schedule shall be provided to the property owner with the first mailing of the Notice and Order; provided, however, all demolition costs, if any, which may be incurred by the City pursuant to a demolition of a dangerous structure, shall continue to be assessed and collected as provided in the Dangerous Structures Ordinance;

**BE IT FURTHER RESOLVED** that any provision of any other Resolution which is in conflict with this Resolution shall be, and the same is hereby, rescinded.

* * * * * *

State of Michigan )
County of Jackson ) ss
City of Jackson )

I, Lynn Fessel, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Jackson City Council on September 25, 2012.

IN WITNESS WHEREOF, I have hereunto affixed my signature and the Seal of the City of Jackson, Michigan on this 26th day of Sept., 2012.

Lynn Fessel

Lynn Fessel, City Clerk

CITY OF JACKSON
Founded 1829

**Community Development Department**

161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

# BUILDING CODE BOARD OF EXAMINERS AND APPEALS

05/08/2023

RE: 140 BATES ST (HOUSE)

## COMPLAINT

The Chief Building Official says unto this Board in Complaint as follows:

That on February 2, 2023, the Community Development Department inspected a structure located at 140 BATES ST, Jackson, Michigan, and determined it to be owned by HERNANDEZ RICARDO JR.

That on February 6, 2023, Notice and Order was either served by certified mail or published pursuant to the requirements of the Dangerous Structures Ordinance, to the Owner(s) of record of the above captioned structure, advising the Owner(s) of the dangerous conditions of said structure as defined by Section 17-26 of the Jackson City Code. The structure was also posted with the Notice and Order per the requirements of the ordinance. The Notice and Order required the Owner(s) to cause the structure to be made safe either through repair or demolition. The Notice and Order further provided that the structure could not be entered except for the purpose of conducting the required work, and that all work must be completed, inspected and approved by the Building Inspection Division within **28 days** from the date of said Notice and Order.

That to date the Owner(s) of record failed to comply with any or all of the conditions set forth in the Notice and Order to repair or demolish the structure.

That the time limit provided for in the Notice and Order for compliance has expired.

NOW, THEREFORE, the structure located at 140 BATES ST and determined to be owned by HERNANDEZ RICARDO JR hereby remains a dangerous structure as defined by Chapter 17, Section 17-26 and 17-27 of the Jackson City Code.

WHEREFORE, the Chief Building Official of the City of Jackson requests that this Board enter a decision upholding the Notice and Order of the Community Development Department.

Brian Taylor, Chief Building Official

Subscribed and sworn to before me this 25th day of May, 2023, by:

Rhonda L. Watkins, Notary Public,
Jackson County, Michigan.
My Commission Expires: 01/07/2029



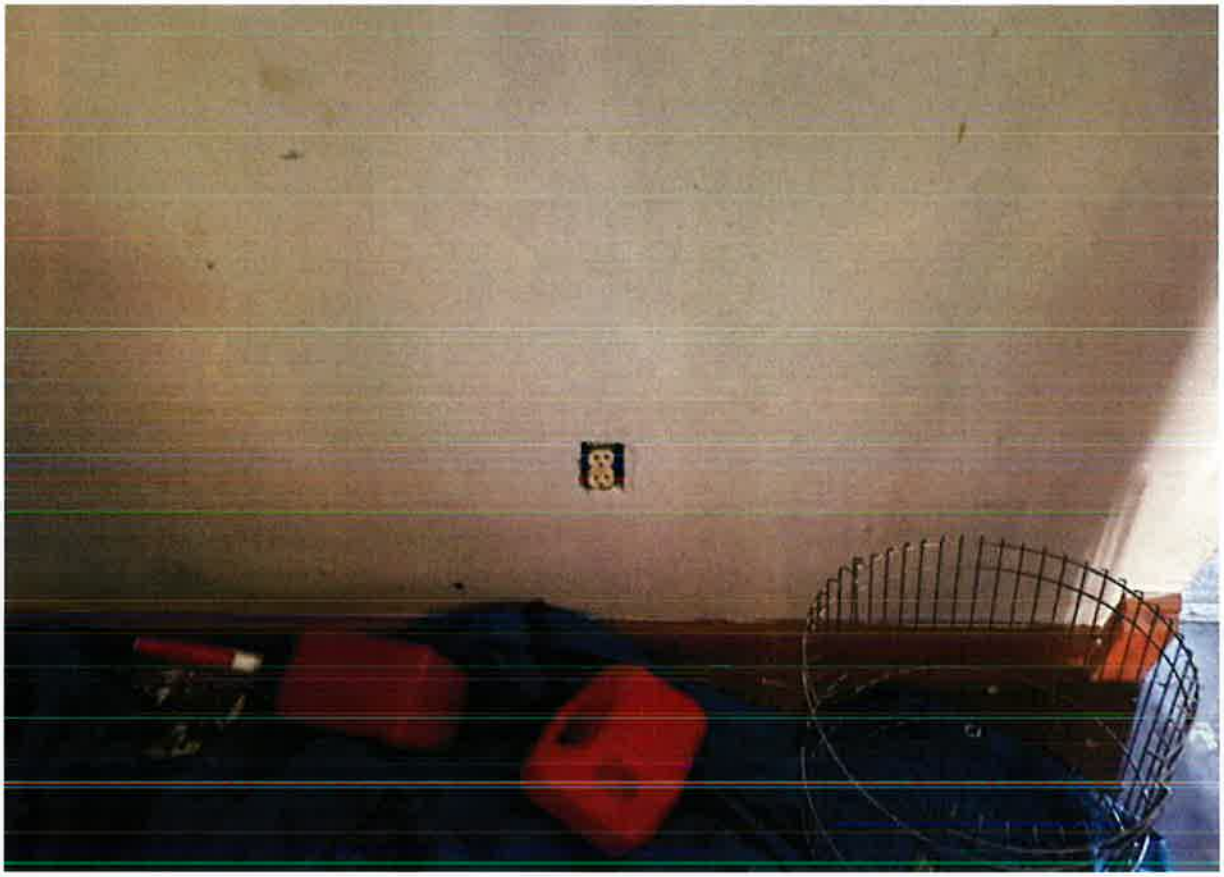

Dangerous Building Or
Structure Condemned
DO NOT ENTER---UNSAFE TO OCCUPY
DEMOLITION
PROCESS






UNG

























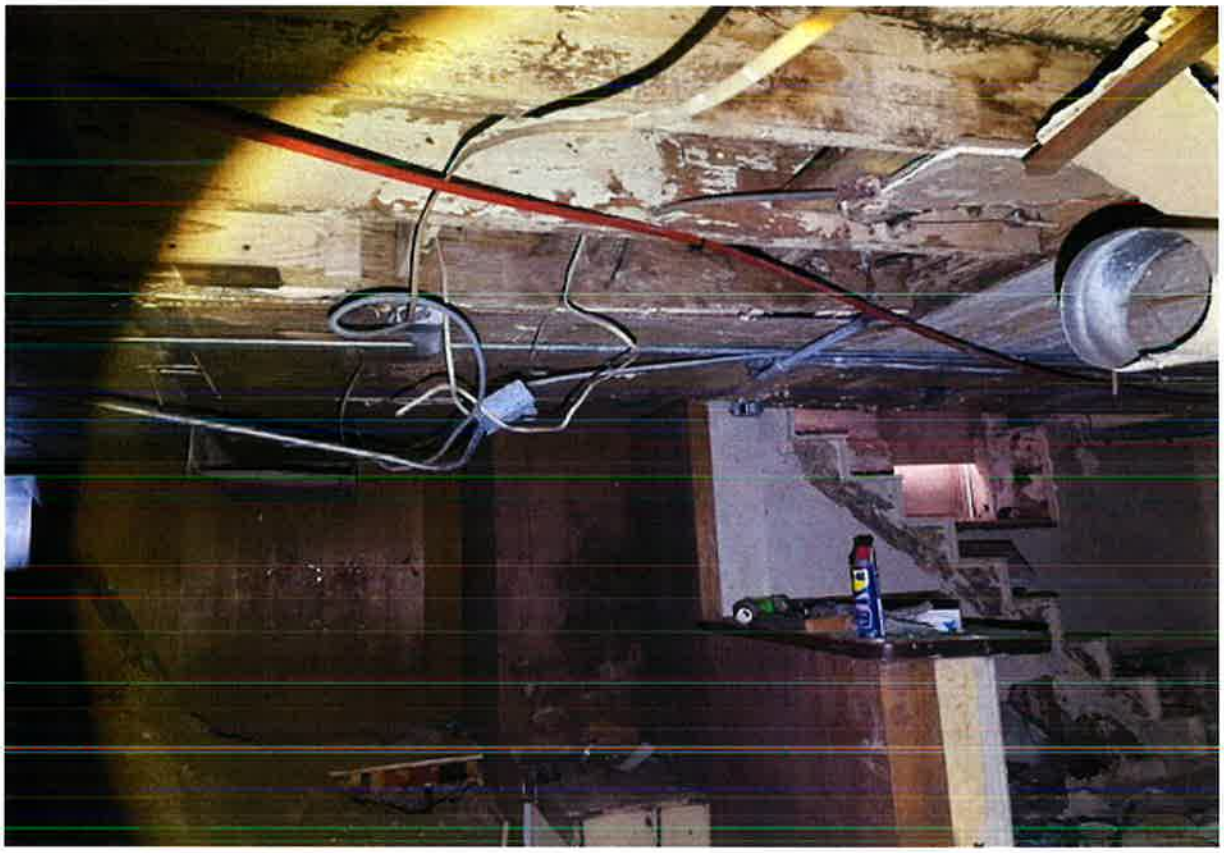
















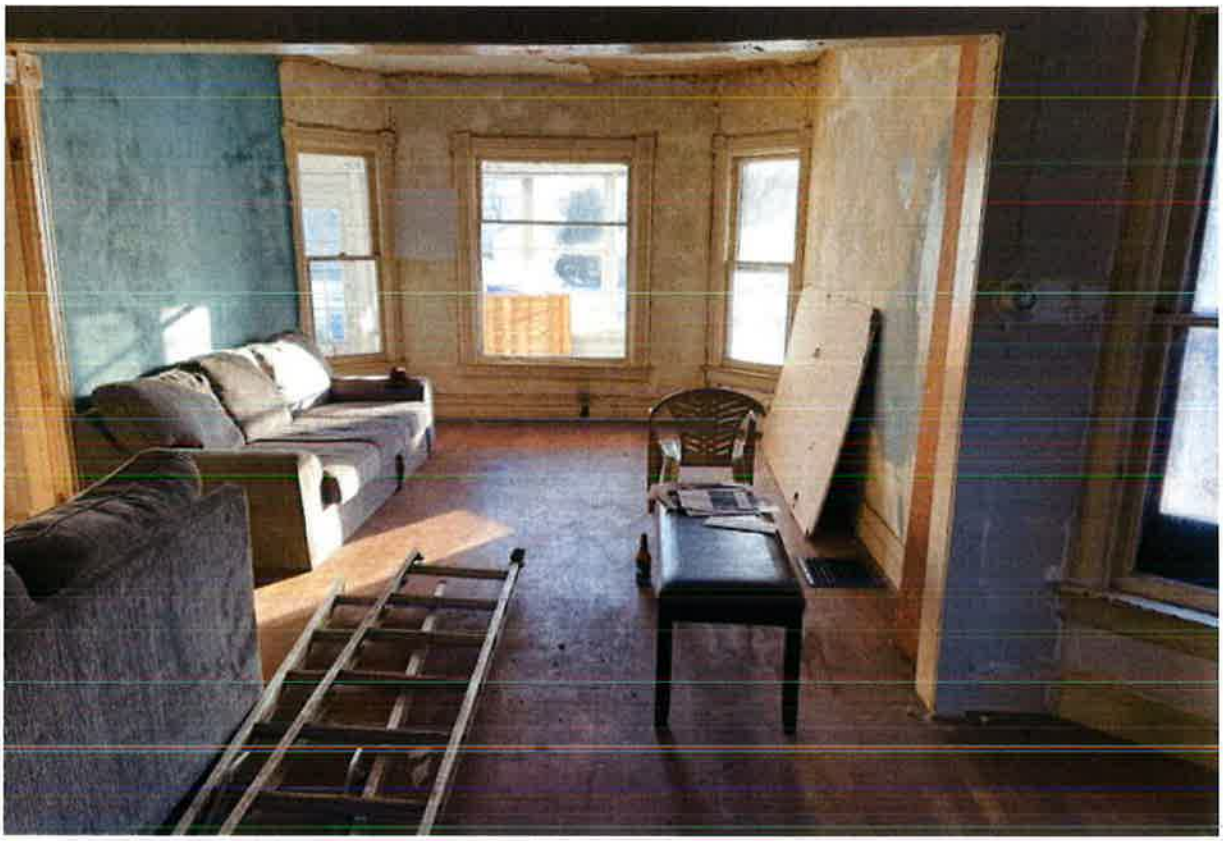


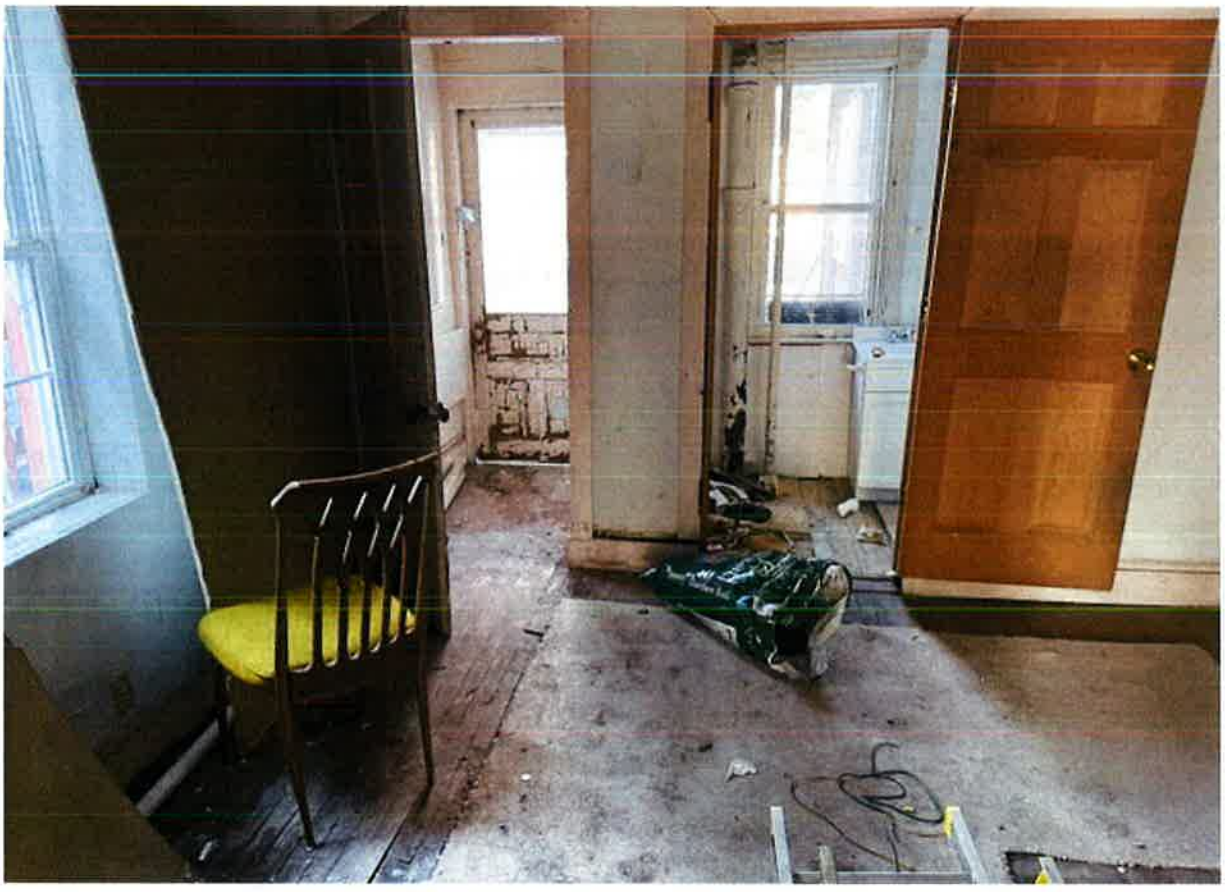








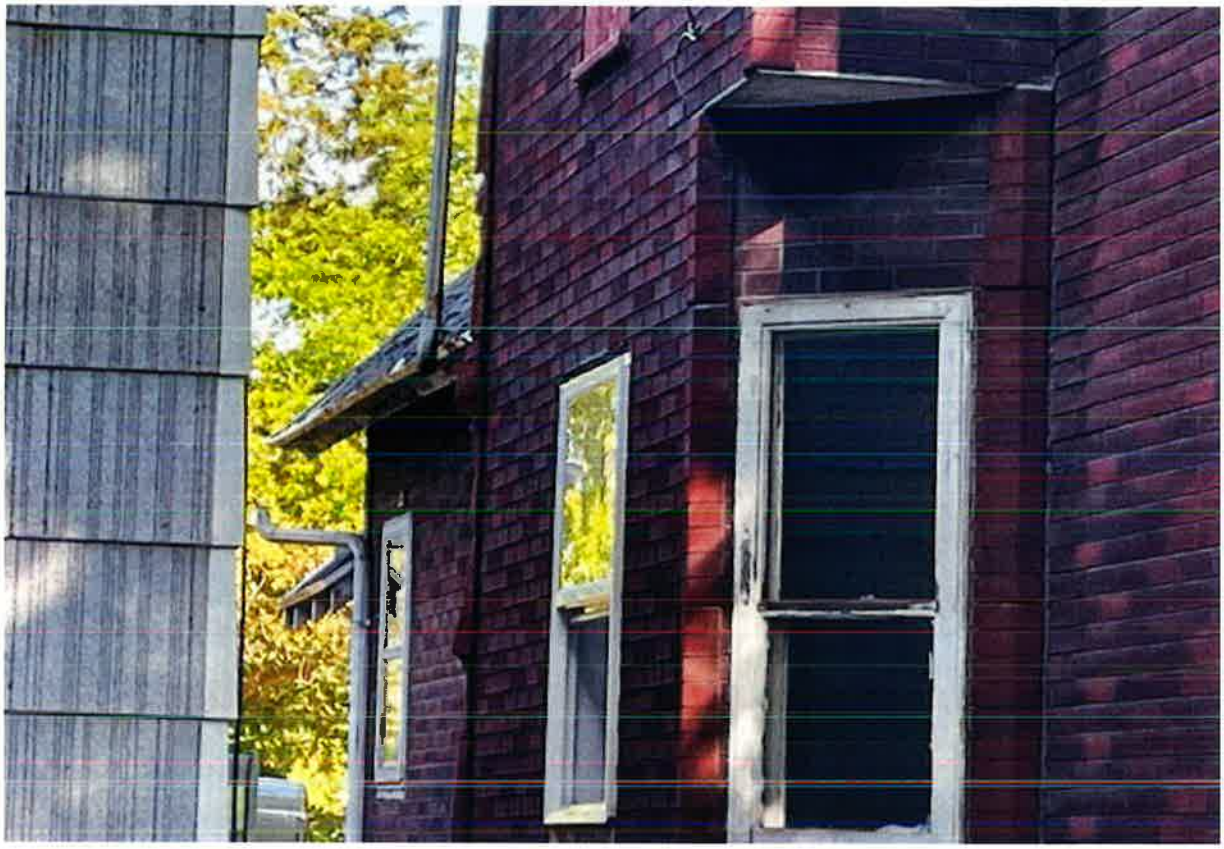






**EXTERIOR PHOTOS TAKEN 6/22/2022**





















CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** Approve revised Program Guidelines for the 100 Homes Program

---

**Recommendation:**

Approve the revised Program Guidelines for the 100 Homes Program, and authorize the City Manager and City Attorney to make minor modifications as needed.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the revised Program Guidelines for the 100 Homes Program.

I recommend approval of the request. Your consideration and concurrence is appreciated.

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Shane LaPorte, Director of Community Development

**DATE:** August 15, 2023

**RECOMMENDATION:** Approve the revised Program Guidelines for the 100 Homes Program, and authorize the City Manager and City Attorney to make minor modifications as needed.

---

## SUMMARY

Approve the revised Program Guidelines for the 100 Homes Program, and authorize the City Manager and City Attorney to make minor modifications as needed.

## BUDGETARY CONSIDERATIONS

None

## HISTORY AND BACKGROUND

On November 9, 2021, the Jackson City Council officially formed the Affordable Housing Development Board (AHDB). Comprised of seven members, the intent of the board is to promote the health, safety, and general welfare of the people of the City of Jackson, by serving as an advisory body to the Jackson City Council, to propose remedies on the implementation of housing goals, objectives, and policies. The Jackson Affordable Housing Development Board (AHDB) was originally charged with recommending (to City Council) the allocation of $3.5 million in American Rescue Plan Act (ARPA) funds, focusing on policies, expenditures and projects to create safe, dignified, and affordable housing options in the City of Jackson.

The City of Jackson contracted with Guidehouse, for assistance with the expenditure of its American Rescue Plan Act (ARPA) funds). Guidehouse was tasked with conducting a Citywide comprehensive housing assessment, and their “Housing Strategy and Policy Framework” was presented to the AHDB and City Council in early 2023. This comprehensive, data-drive analysis of Jackson’s current and future housing needs outlined numerous housing objectives, with an implementation target of ten years, including: the construction of 1,500 new units; the preservation of 3,000 existing units; a first-time homebuyer program; and a public land strategy.

## DISCUSSION OF THE ISSUE

At their meeting on March 21, 2023, the Jackson City Council approved a recommendation from the Jackson Affordable Housing Development Board for an allocation from the City of Jackson's ARPA funds (in the amount of $3.31 million), with $2.5 million of those funds earmarked for a down-payment assistance program and $310,000 earmarked for program administration costs (commonly referred to as the 100 Homes Program). Program documents, including program guidelines and requests for proposals, were reviewed by the AHDB.

At their meeting on June 13, 2023, the Jackson City Council approved the Program Guidelines, Nonprofit Request for Proposals, and Developer Request for Proposals, for the 100 Homes Program. Developer and Nonprofit RFPs were promptly distributed, and submissions for each were due on July 14, 2023. The focus of this agenda item is the previously approved Program Guidelines document for the 100 Homes Program.

The previously approved Program Guidelines outlined the administration of the 100 Homes Program by a non-profit partner. Through the RFP process, one proposal was submitted for non-profit program administration. The requested budget for program administration, as submitted during the RFP process, far exceeded the original allocation for program administration expenses. Staff from the Community Development Department carefully considered the proposal, as well as our own internal staff/departmental capacity. After considerable dialogue, research, and financial analysis, it was determined that City staff can fully administer the 100 Homes Program without the need for non-profit assistance. It is therefore necessary to amend the previously approved 100 Homes Program Guidelines to adjust for this change. The Community Development Department is confident this program can be administered by current City staff, providing an outstanding program at a reasonable cost.

## POSITIONS

Requested action is for City Council to approve the revised Program Guidelines for the 100 Homes Program, and authorize the City Manager and City Attorney to make minor modifications as needed.

---

ATTACHMENTS

- 100 Homes Program Guidelines, revised

CITY OF JACKSON
Founded 1829

Community Development Department
161 W. Michigan Ave. • Jackson, MI 49201
Phone: (517) 788-4060 or (517) 788-4012 • Facsimile: (866) 971-2151

# Program Guidelines, 100 Homes Program

## I. Executive Summary

### A. Overview

These Program Guidelines provide guidance to the City of Jackson's Community Development Department to administer financing for the 100 Homes Program. Funding is provided by the U.S. Department of the Treasury's American Rescue Plan Act (ARPA) funds, and is allocated to specific activities by the Jackson City Council. All new home construction assistance under this program must meet guidelines and regulations established by the funding source as well as requirements contained within this manual.

Staff from the Community Development Department must certify that program recipients meet the standards set forth by the U.S. Department of the Treasury and the City of Jackson eligibility requirements. The following Program Guidelines have been prepared to provide direction in the allocation, management, and monitoring of program funds. The Jackson City Council may waive any local policy in this manual not statutorily required by the funding source whenever it is determined undue hardship adversely affects the achievement of the program's purpose.

### B. Background

On November 9, 2021, the Jackson City Council officially formed the Affordable Housing Development Board (AHDB). Comprised of seven members, the intent of the board is to promote the health, safety, and general welfare of the people of the City of Jackson through the development of housing goals and objectives catered to low and moderate income residents. Chapter 14, Article IX, Section 14-702, of the City of Jackson Code of Ordinances dictates the AHDB shall oversee and administer the City's affordable housing fund, provide for the preservation and development of affordable housing, and ~~to~~ make recommendations to the City Manager and City Council on programs, policies, expenditures and projects to create decent, safe, and affordable housing options in the City of Jackson.

The City of Jackson contracted with Guidehouse for assistance with the expenditure of its ARPA funds. Guidehouse was tasked with conducting a City-wide housing assessment, and a draft of their "Housing Strategy and Policy Framework" was presented to the AHDB for review in November 2022. This comprehensive, data-driven analysis of Jackson's current and future housing needs outlined numerous housing objectives, with an implementation target of ten years, including:

- The construction of 1,500 new units;
- The preservation of 3,000 existing units;
- A first-time homebuyer program; and,
- A public land strategy.

Between 2012 and 2017, the City of Jackson utilized federal Troubled Assets Relief Program (TARP) funds, combined with other program dollars, for a large-scale demolition program in an effort to remove blight residential neighborhoods. The City currently owns roughly 600 clean, buildable vacant residential lots for the reconstruction of its neighborhoods.

At their meeting on March 21, 2023, the Jackson City Council approved a recommendation from the Jackson Affordable Housing Development Board to allocated $2.5 million in buyer supports for a discount homebuilding program, referred to here as the "100 Homes Program." These funds are part of the ARPA dollars apportioned to the City of Jackson in response to the recent Coronavirus pandemic.

### C. Goals and Objectives

The 100 Homes Program aims to construct 100 new houses in the City of Jackson over the next 3 years, utilizing vacant City residential lots. All homes will be sold to qualified buyers earning between 60-80% of the Area Median Income (AMI) as defined by the U.S. Department of Housing and Urban Development (HUD) and must be owner-occupied. Acknowledging the need to keep these homes affordable, the City of Jackson will provide $25,000 down-payment assistance per home (up to 100 Homes). All funds for this program must be expended by December 31, 2026.

The City recognizes that homeownership stabilizes families, builds neighborhoods, strengthens communities, and provides the opportunity for generational wealth. The City of Jackson also recognizes that down-payment assistance alone may not be enough to make a home truly affordable for Jackson families. Working as a facilitator, the City of Jackson will oversee this program with the support of many uniquely positioned groups, including builders, financial institutions, and others as needed.

### D. Authorization to Proceed

Approval of this Policy and Procedure Manual by the Jackson City Council authorizes staff of the Community Development Department to administer the 100 Homes Program. Deviations from any policy or procedure must be approved by the Jackson City Council at its next regularly scheduled meeting. The Jackson City Council may waive any local policy set forth in this Rehabilitation Policy and Procedure Manual for extenuating circumstances, but does not have authority to waive any statutory or regulatory federal requirement.

## II. Partners

The 100 Homes Program will create a path to affordable home ownership through partnerships and collaboration. All entities will work together to offer financial supports and other homebuyer assistance through a multi-layered approach. This program will be successful if each partner recognizes their unique role in the process and works together with all participants to achieve the common goal of affordable home ownership. Partnerships will be codified through written agreements, such as a Memorandum of Understanding or Memorandum of Agreement. Detailed responsibilities are set forth in subsequent sections of this Program Guide.

## A. City of Jackson

The City of Jackson will serve as the program facilitator to ensure partners work in unison to achieve the stated goals of the 100 Homes Program. Residentially-zoned vacant lots owned by the City will be selected at the City's sole discretion to offer for program use.

City staff will negotiate set construction prices with Developers for the 100 Homes Program. In addition to a discounted lot price, numerous incentives will be offered to the Developer, such as a curb cut for the driveway, sidewalk repairs, one (1) street tree, and water/sewer connections at no cost. Developers will also receive priority site and building plan reviews.

The City will establish and maintain a list of pre-qualified homebuyers and facilitate access to homebuyer education classes, counseling, and other assistance deemed necessary to prepare purchasers for homeownership. The City will also seek out additional financial supports, and will work to bring developers and homebuyers to successful home closings.

The City of Jackson does not discriminate against any individual or group because of their actual or perceived race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation, or gender identity.

## B. Developers

Developers in the 100 Homes Program will be expected to construct quality homes at a pre-determined price negotiated with the City. Homes must meet all federal, state, and local codes imposed by the City. Developers will fully finance all projects with no subsidy from the City, recouping its construction costs upon sale of the property to the homebuyer.

## C. Financial Institutions

Financial institutions participating in the 100 Homes Program will work directly with the City, offering mortgage products affordable to the qualified purchaser.

## D. Homebuyers

Homebuyers participating in the 100 Homes Program must adhere to the income qualification requirements, which may not exceed 80% AMI. The purchaser must also successfully complete homebuyer education and other classes deemed necessary. Purchasers must use the property as their primary residence during the five (5) year period of affordability.

# III. The Home

## A. Site Selection and Plans

All lots will be preselected by the City of Jackson Community Development Department. Properties must remain owner-occupied for the duration of the affordability period. All home designs shall be pre-approved by the City of Jackson Community Development Department, and shall meet all building design standards as set forth in Chapter 28, City of Jackson building code.

## B. Home Design

A mixture of one and two-story homes will be constructed, matching the overall neighborhood fabric of their locations. Two-story homes will have a minimum of three (3) bedrooms and one-and-one-half (1.5) bathrooms. One-story homes will have a minimum of two (2) bedrooms and one-and-one-half (1.5) bathrooms. All homes must also have a detached shed for storage. Additional minimum requirements shall include:

1. Concrete or asphalt driveway
2. Full basement
3. Covered front porch
4. Front and rear entrance with necessary landing

The City of Jackson will work with selected builder(s) to ensure homes are of quality construction and meet all necessary federal, state, and local building codes.

### C. Developer Incentives

The City of Jackson shall provide certain site improvements, including:

1. Concrete drive cut
2. Sewer tap and lead stub to property line (back of City sidewalk)
3. Water tap and connection to City stop box at sidewalk
4. Replacement of any damaged City sidewalks in front of new home build sites
5. Street trees where required

## IV. Developer Guidelines

One or more pre-qualified Developers will be selected by the City of Jackson to participate in the 100 Homes Program through an RFP process.

### A. Basic Requirements

To be eligible for participation in the 100 Homes Program, all Developers and their subcontractors must:

1. Be actively licensed by the State of Michigan and registered with the City of Jackson. Subcontractors employed by the contractor shall hold the appropriate certifications and licensing required to perform the work as required by the State of Michigan or City of Jackson. Contractors and subcontractors must be actively registered with the City of Jackson.
2. Possess “tools of the trade” which include basic contracting tools and vehicle for transporting materials, tools, and accessing the property.
3. Be familiar and at ease with the use of communication tools, i.e., computer and have access to electronic mail (email) and telephone.
4. Have a thorough knowledge of, and adequately apply construction industry methodologies and standards.
5. Have an acceptable past performance record.
6. The Developer is responsible for obtaining all permits and/or submitting design review documents as required.
7. The Developer shall monitor day-to-day progress of their work to ensure high quality workmanship and timely completion. The City’s Chief Building Official and/or Trades Inspector will require notification for certain critical inspections, completion of progress work and

completion of final work. Failure to contact the Chief Building Official or Trades Inspector for such an inspection may result in critical delays.

8. The finished product must secure a Certificate of Occupancy before being offered for sale. Upon the sole discretion of the Chief Building Official, a Temporary Certificate of Occupancy may be used to begin the sale process; however, a full Certificate of Occupancy must be issued by the closing date.

## B. Equal Opportunity

The Developer and its subcontractors shall take the necessary steps to ensure that employees and applicants for employment are treated without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer and its subcontractors also agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause. All solicitations or advertisements for employees placed by or on behalf of the Developer and its subcontractors, must state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, or disability. The Developer and its subcontractors shall comply with the provisions of Federal Executive Order 11246 of 1965 as amended by Federal Executive Order 11375 of 1967 and the Equal Employment Act of 1972.

## C. Conflict of Interest

In order to avoid personal conflict of interest in awarding contracts or making purchases of property or service under this program:

1. No contract or procurement will be made with any organization in which any person in an administrative capacity may benefit unless specifically authorized by the City Council, in conformity with applicable federal, state and local laws.
2. No contract or procurement will be made to any organization in which an immediate family member of a person in an administrative capacity with the Community Development Department may benefit unless authorized in writing to do so by the City Council.
3. No employee shall solicit or accept gratuities, favors or anything of monetary value from contractors, providers or potential subcontractors.
4. No employee shall be related by blood to any builder or builder's family.

## D. Insurance

The Developer will be required to show evidence of automobile and commercial general liability insurance, worker's compensation insurance and professional liability insurance (where applicable), which is acceptable to the City. The commercial general liability insurance policies shall name the City, its agents, representatives, officers and employees as additional insureds to protect their interests. Both bodily injury and property damage insurance must be on an occurrence basis; and said policies shall provide that the coverage afforded thereby shall be primary coverage to the full limits of liability stated in the declarations, and if said City, agents, representatives, officers or employees have other insurance against the loss covered by said policies, the other insurance shall be excess insurance only. The Developer shall secure and maintain during the progress of the work such insurance from financially responsible insurance companies, licensed in the State of Michigan, and

approved by the City, that it will protect the Developer, its subcontractors, and the City from claims for bodily injury, death, or property damage which may arise from the performance of the contract. The Developer shall at the time of execution of the contract file with the City certificate(s) of insurance, which shall cover all of the insurance as required herein. The certificates shall reference the project or contract to which they apply. Upon request by the City, the Developer shall submit all insurance policies for review. The amounts and types of such insurance required shall be in accordance with ~~all~~ the City of Jackson's Purchasing Manual.

# V. Program Administration

## A. Basic Requirements

City staff will:

1. Establish coordinated prequalification requirements, in accordance with State and Local Fiscal Recovery Fund guidelines, for all potential homebuyers and maintain a pool of qualified buyers.
2. Facilitate access to homebuyer education classes and other assistance as needed to prepare buyers for homeownership.
3. Participate in all necessary closings with title company
4. Market program through print and digital communication
5. Follow all federal guidelines related to this program, including all reporting requirements established by the U.S. Department of the Treasury

## B. Layered Supports

The City recognizes that homeownership stabilizes families, builds neighborhoods, strengthens communities, and provides the opportunity for generational wealth. The City of Jackson also recognizes that down-payment assistance alone may not be enough to make a home truly affordable for Jackson families. The City will seek out additional financial supports for homebuyers, in an effort to lower both the overall cost of the new home purchase, and the monthly expenses required to maintain the home long-term. This complete outline of available financial supports shall be provided to prospective homebuyers. Please note, homebuyers are not required to accept any/all layered supports offered should they wish to purchase a new home built for this program. However, anyone accepting any/all supports offered must meet all additional income qualification requirements, as stated in sections II and VI.

## C. Participant Qualification Requirements

The following basic requirements must be met by all prospective homebuyers:

1. Combined household income may not exceed 80% AMI, adjusted for household size.
2. Once sold, the property must be the primary residence of the homeowner.
3. Pursuant to the Welfare Reform Act of 1966 and Section 401 of Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), non-citizens who are not qualified aliens as defined in Section 431, is not eligible for any Federal public benefit.

## D. Intake

All intake procedures shall be determined and administered by City staff, and shall meet all requirements set forth by the U.S. Department of the Treasury. Household income level must be

documented using HUD's Income Eligibility Calculator found at https://www.hudexchange.info/incomecalculator/. Results must be kept on file electronically with a printed copy placed in the applicant's file.

## E. Income Guidelines

***Verification***

Verification and certification of income and assets is required to determine program eligibility. Income includes all wages and salaries, interest and dividends, alimony, and child support for all adults living in the house. It excludes food stamps, medical reimbursement, and foster childcare assistance. The calculation used to determine annual household income shall be consistent with HUD regulations at 24 CFR Part 5 (Part 5 income, formerly referred to as Section 8 income) and HUD's definition of income including the sources of income that are to be included or excluded from the calculation. Income of all household residents 18 years of age and older, unless they are a full-time student, will be included in the total annual household income determination.

***Asset Test***

If an applicant's current assets total is in excess of $25,000, that applicant is determined to have substantial resources and does not qualify for rehabilitation assistance.

1. Assets include funds in checking and savings accounts, interest or dividends earned from Certificates of Deposit, stocks, bonds or mutual funds. Assets also include the value of real estate (other than primary residence).
2. Assets do **not** include pre-tax payroll deductions, deferred compensation accounts, 401Ks, health or dependent care allowances, two vehicles, the subject property and furnishings and fixtures.
3. If assets are $5,000 or above, income on all assets (actual or imputed per worksheet) must be included to determine income eligibility. However, earnings from retirement accounts do **not** need be included unless the funds are being removed from the account.

## F. Conflict of Interest

In order to avoid personal conflict of interest in awarding contracts or making purchases of property or service under this program:

1. No contract or procurement will be made with any organization in which any person in an administrative capacity may benefit unless specifically authorized by the City Council, in conformity with applicable federal, state and local laws.
2. No contract or procurement will be made to any organization in which an immediate family member of a person in an administrative capacity with the Community Development Department may benefit unless authorized in writing to do so by the City Council.
3. No employee shall solicit or accept gratuities, favors or anything of monetary value from contractors, providers or potential subcontractors.

# VI. Homebuyer

## A. Basic Requirements

All income-eligible buyers may participate in the 100 Homes Program. The following basic requirements must be met by any/all homebuyers:

1. Combined household income may not exceed 80% AMI, adjusted for household size.
2. The property must be the primary residence of the property owner.
3. Verification and certification of income and assets is required to determine program eligibility.
4. If an applicant's current assets total in excess of $25,000, that applicant is determined to have substantial resources and does not qualify for homeowner assistance.
5. See section V (above) for additional income verification and initial application requirements.

## B. Repayment of funds

The grant amount provided as down-payment assistance must be repaid to the City of Jackson (specific repayment schedule below) if any of the following occur:

1. The property is sold within five (5) years from the date of closing
2. The property is transferred or otherwise conveyed voluntarily or involuntarily either while the Borrower is living or by reason of death of the Borrower (except a conveyance to the Borrower's spouse upon his/her death and as noted below)
3. The property ceases for any other reason to be the Borrower's principal place of residence.

The required grant repayment amount will decrease by $1/60^{th}$ each month, beginning one (1) month after the date of closing. 0% repayment will be required at the conclusion of five (5) years.

If the homeowner dies, the City of Jackson may approve assumption of these responsibilities for the duration of the affordability period, under the following circumstances:

1. An heir to the property lives in the house, is income eligible, and will use the home as their primary residence
2. An immediate family member to an heir of the property desires to use the property as their primary residence, is income qualified, and all other heirs to the property are in agreement.

## C. Support Opt-Out

Homebuyers are not required to accept any/all layered supports offered should they wish to purchase a new home built for this program. In the case of complete homeowner support opt-out, all income, asset, debt-to-income ratio, and down payment assistance repayment requirements will not apply. However, anyone accepting supports offered by the City of Jackson as part of the 100 Homes Program must meet all additional income qualification requirements (as stated in section V above) and complete all homebuyer education courses (as needed).

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** Approve Development Agreements and Lot Purchase Agreement for the 100 Homes Program

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**Recommendation:**

Approve the Development Agreements and Lot Purchase Agreement for the 100 Homes Program; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of 100 Homes Program eligible lots to the recommended developers; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the Development Agreements and the Lot Purchase Agreement for the 100 Homes Program.

I recommend approval of the request. Your consideration and concurrence is appreciated.

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Shane LaPorte, Director of Community Development

**DATE:** August 15, 2023

**RECOMMENDATION:** Approve the Development Agreements and Lot Purchase Agreement for the 100 Homes Program; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of 100 Homes Program eligible lots to the recommended developers; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

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## SUMMARY

Approve the Development Agreements and Lot Purchase Agreement for the 100 Homes Program; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of 100 Homes Program eligible lots to the recommended developers; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

## BUDGETARY CONSIDERATIONS

None

## HISTORY AND BACKGROUND

On November 9, 2021, the Jackson City Council officially formed the Affordable Housing Development Board (AHDB). Comprised of seven members, the intent of the board is to promote the health, safety, and general welfare of the people of the City of Jackson, by serving as an advisory body to the Jackson City Council, to propose remedies on the implementation of housing goals, objectives, and policies. The Jackson Affordable Housing Development Board (AHDB) was originally charged with recommending (to City Council) the allocation of $3.5 million in American Rescue Plan Act (ARPA) funds, focusing on policies, expenditures and projects to create safe, dignified, and affordable housing options in the City of Jackson.

The City of Jackson contracted with Guidehouse, for assistance with the expenditure of its American Rescue Plan Act (ARPA) funds). Guidehouse was tasked with conducting a Citywide comprehensive housing assessment, and their “Housing Strategy and Policy Framework” was presented to the AHDB and City Council in early 2023. This comprehensive, data-drive analysis of Jackson’s current and future housing needs outlined numerous housing objectives, with an implementation target of ten years, including: the construction of 1,500 new units; the preservation of 3,000 existing units; a first-time homebuyer program; and a public land strategy.

## DISCUSSION OF THE ISSUE

At their meeting on March 21, 2023, the Jackson City Council approved a recommendation from the Jackson Affordable Housing Development Board for an allocation from the City of Jackson's ARPA funds (in the amount of $3.31 million), with $2.5 million of those funds earmarked for a down-payment assistance program and $310,000 earmarked for program administration costs (commonly referred to as the 100 Homes Program). Program documents, including program guidelines and requests for proposals, were reviewed by the AHDB.

At their meeting on June 13, 2023, the Jackson City Council approved the Program Guidelines, Nonprofit Request for Proposals, and Developer Request for Proposals, for the 100 Homes Program. Developer and Nonprofit RFPs were promptly distributed, and submissions for each were due on July 14, 2023. The focus of this agenda item is the developer proposals and necessary development/purchase agreements.

Through the RFP process, three bids were submitted by qualified developers for participation in the 100 Homes Program. Staff from the Community Development Department reviewed all submitted bids, and recommend entering into a development agreement with two developers for participation in this program: Norfolk Homes, to construct a mix of 76 one and two-story homes; and Paragon Building Company, to construct 24 two-story homes. It is necessary to enter a development agreement with each of these developers for participation in the 100 Homes Program. It is further necessary to enter into purchase agreements for the purchase of City-owned lots at various stages during the administration of this program. Drafts of each agreement are included with this memo.

## POSITIONS

Requested action is for City Council to approve the Development Agreements and Lot Purchase Agreement for the 100 Homes Program; authorize the City Manager and City Attorney to make minor modifications as needed; authorize the City Manager to effectuate the sale and transfer of 100 Homes Program eligible lots to the recommended developers; and further authorize the City Manager to execute the appropriate documents necessary to complete these agreements.

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ATTACHMENTS

- Development Agreements, 100 Homes Program
- Lot Purchase Agreement, 100 Homes Program

**PROPERTY TRANSFER AND**
**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan, 49201 ("City"), and **Paragon Building Company**, whose address is **317 S. Elm Street, Suite 206, Owosso, MI 48867** and referred to as "Developer" ("Developer"),

**WITNESSETH:**

**WHEREAS**, The City is the owner of certain vacant lots within the City that have been identified as eligible building sites for the City's '100 Homes' Program initiative, which will be collectively referred to within this Agreement as the "Eligible Lots"; and

**WHEREAS**, Developer is a City-approved, licensed, residential home builder who has been selected and approved by the Jackson City Council as a City-preferred builder for its '100 Homes' Program, which program provides new home buyer down payment assistance, loan resources, and other incentives for qualifying purchasers of newly constructed residences on those designated Eligible Lots within the City; and

**WHEREAS**, Developer desires to purchase no less than **twenty-four (24)** Eligible Lots from the City for construction of a single family residence that meets the construction requirements of the City's '100 Homes Program RFP and approved contract award, as amended; and

**WHEREAS**, Developer will abide by the terms set forth in this Agreement and pay the

City, THREE HUNDRED and 00/100 Dollars ($300.00) per Eligible Lot in consideration for the City transferring ownership to Developer and the Developer thereafter constructing a single family residence on the Eligible Lot(s) for the '100 Homes' Program; and

**WHEREAS**, this Agreement is being entered into between the parties to set forth the conditions for the sale and transfer the Property; establish the requirements and construction standards on Developer to construct a single family residence on the Property; and the conditions under which Developer will sell that residence to a qualifying buyer under the City's '100 Homes' Program.

**NOW, THEREFORE,** in consideration of the above recitals, the City and the Developer agree as follows:

1. RECITALS. The foregoing recitals are incorporated in this Agreement and form a part of this Agreement.
2. ELIGIBLE LOT SELECTION. City Staff will identify pre-selected Eligible Lots from its pool of City-owned vacant properties as part of the '100 Homes' Program. Developer and City Staff shall work collaboratively to identify and select Eligible Lot(s) for purchase by Developer; facilitate a walk-thru of the lot and identify any alternate available lots in the event the proposed lot does not meet building requirements. While the City shall have the final decision as to which Eligible Lot(s) will be purchased by Developer for new home construction, alternative Eligible Lots as selected or proposed by Developer for purchaser from the pool of Eligible Lots shall not be unreasonably withheld by the City.
3. LOT INFRASTRUCTURE IMPROVEMENTS. As part of the City's overall goal of improving neighborhoods and local streets, the City shall provide, at no expense to the

Developer an extension of the public water line to the City stop-box; sewer laterals to the edge of the public right-of-way for all Eligible Lot(s) purchased by Developer; and shall waive any connection fees for water and sewer service. The City shall further provide any required sidewalk repairs and/or replacement, as determined in the sole discretion of the City's Chief Building Official and/or Director of Public Works, and curb cuts (excluding the apron/approach) for Eligible Lots at no cost to the Developer. A street tree/trees may be installed within the public right-of way by the City in its sole discretion.

4. PURCHASE AND SALE OF ELIGIBLE LOTS. City agrees to sell and Developer agrees to purchase not less than **twenty-four (24)** Eligible Lots, subject to building and use restrictions, easements and other title issues of record for the purchase price of $300 per Eligible Lot. The purchase and transfer of title shall be pursuant to a separate purchase agreement executed by and between the City and Developer. Upon execution of this Property Transfer and Development Agreement, the City shall transfer ownership of the Property to Developer in accordance with a fully-executed purchase and sale agreement.
5. '100 HOMES' PROGRAM FACILITATION BY CITY. Pursuant to City Council-approved '100 Homes' Program Request for Proposal, as amended, the terms of which are incorporated herein by reference, the City shall identify and facilitate, in cooperation and coordination with its private sector partners, eligible home buyers who qualify under the '100 Homes' program criteria and create a que of qualified buyers for newly constructed homes on the Eligible Lots.
6. HOME CONSTRUCTION BY DEVELOPER. Subject to paragraph 7 below, Developer shall be required to build no less than **twenty-four (24)** single family homes

on the Eligible Lots it purchases pursuant to this Agreement, with the building specifications, improvements, fixtures and appliances as set forth on attached Exhibit A (the "Construction Criteria"). All improvements constructed on an Eligible Lot shall be performed in a workmanlike manner and pursuant to all applicable building code and City Ordinance standards.

7. SALES PRICE AND MARKETING OF NEW HOME CONSTRUCTION. Developer understands and agrees that for any newly constructed single family home sold to an eligible City-approved buyer who qualifies under the City's '100 Homes' Program criteria, the final sales price for the home shall be One Hundred Seventy Five Thousand and 00/100 Dollars ($175,000). Notwithstanding the foregoing, if a prospective buyer who is not otherwise eligible under the City's '100 Homes' Program makes an offer on a new home constructed by Developer, the Developer shall have the right to market and sell said home to that buyer, and shall not be capped at the $175,000 sales price. However, in such event any such home sold outside of the '100 Homes' Program shall not count against the Developer's obligation to construct the minimum number of homes under this Agreement.

8. CONSTRUCTION TIMELINE. All Eligible Lots required to be purchased by Developer under this Agreement must have a single family home constructed in accordance with the **Exhibit A** Construction Standards, and all Eligible Lots must have a single family home completed thereon, with a final certificate of occupancy issued not later than October 31, 2026.

9. FINANCIAL ABILITY. Developer acknowledges that it has the financial resources available in order to comply with this Agreement; purchase and construct the minimum

number of Eligible Lots and single family homes as set forth herein; and sell a newly constructed home on an Eligible Lot for the One Hundred Seventy Five Thousand and 00/100 Dollar ($175,000) sales price to '100 Homes' Program eligible person(s) who qualify under the approved income and application criteria.

10. INSPECTIONS. The Developer must permit inspections of the Property as requested by the City to monitor compliance with this Agreement, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.
11. BROKERS. City and Developer agree that no broker, sales agents or other persons shall be entitled to a commission from the City in relation to the sale of an Eligible Lot.
12. COSTS AND EXPENSES. Costs and expenses incurred by the City in implementing and enforcing the provisions of this Agreement, shall be a lien on the premises which shall be enforceable in accordance with Section 15.7 of the Jackson City Charter and/or other applicable City Charter and City Ordinance provisions. In addition to any other lawful enforcement methods, the City shall have all remedies authorized by State law, the Jackson City Charter and/or City Ordinances.
13. CHANGE OF OWNERSHIP INTEREST. This Development Agreement shall be binding on and inure to the benefit of City and Developer and all of their respective heirs, successors, assigns and transferees.
14. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms and conditions herein contained may not be modified, altered, or extended without the mutual written consent of both parties.
15. NOTICE. Except as otherwise specified herein, all notices, consents, approvals,

requests and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be by first class mail or nationally recognized overnight courier delivery service with next business day delivery, with delivery receipt obtained. Notices must be addressed as follows:

| | |
|---|---|
| If to the City, to: | City of Jackson<br>161 West Michigan Avenue<br>Jackson, MI 49201<br>Attention: City Manager |
| With a copy to: | City Attorney's Office<br>161 West Michigan Avenue<br>Jackson, MI 49201<br>Attention: City Attorney |
| If to Developer, to: | Paragon Building Company<br>317 S. Elm Street, Suite 206<br>Owosso, MI 48867<br>Mike Tooman, Owner |

16. INDEMNIFICATION. Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively “Indemnities”) harmless from and against all actions, claims, demands, judgments, losses, expenses, suits or actions, (including attorney fees) for any injury or death of any person or persons, and loss or damage to property of any person or persons whomsoever, including Developer or the Indemnities, and their respective agents, contractors, subcontractors, and employees, arising either out of this Agreement or the intentional or negligent acts, errors or omissions of the Developer or its agents, contractors, subcontractors, and employees. However, Developer shall not be required to indemnify the City for such injury, death,

loss, or damage cause by the City's sole negligence. Developer's obligation to indemnify City shall survive termination and/or expiration of this Agreement.

17. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.
18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.
19. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.
20. HEADINGS. The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the

Agreement.

21. LEGAL REPRESENTATION. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.
22. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.
23. ENTIRE AGREEMENT. This Agreement and any Exhibits attached hereto represent the entire agreement between the parties regarding its subject matter, and supersedes and cancels any and all prior discussions, negotiations, proposals, undertakings, understandings and agreements, whether written or oral, regarding this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2023.

**THE CITY OF JACKSON**

By: _____
Jonathan Greene, City Manager

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Jonathan Greene, City Manager on behalf of the City of Jackson.

_____
Notary Public
_____County, Michigan
My commission expires: _____

**DEVELOPER**

**_____**

By: _____
_____
Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, _____ of _____, as Developer.

_____
Notary Public
_____County, Michigan
My commission expires: _____

# EXHIBIT A

# CONSTRUCTION CRITERIA

**Construction Specifications**

Home construction to consist of two story home construction from 1200-1400 sq. ft. in areas of the City with primarily 2 story home neighborhoods or minimum 1-story 960 sq. ft. home construction in areas of the city with primarily 1 story homes. 2 story homes to provide minimum 3 bedrooms and 1 ½ bathrooms. 1 story homes to provide minimum 2 bedrooms and 1 ½ bathrooms. Developer is encouraged to provide alternate architectural design or features to provide decorative elements so as not to provide uniform single design homes throughout City. City cost estimate for home builds not to exceed $175,000.

Funding

- Funding by Contractor- Contractor to cover full costs of construction with final reimbursement at completion of project including survey of property if necessary.
    - Ancillary costs provided and funded by the City of Jackson
        - Concrete drive cut
        - Sewer tap and lead stub to property line (back of City sidewalk)
        - Water tap and connection to City stop box at sidewalk
        - Replacement of any damaged City sidewalks in front of new home build sites
        - Street trees where required
- Provide plan sets to the City of Jackson Building Department for site plan layout and setbacks and proposed home construction for review and approval for each site
- Site design- Provide home design in accordance with Chapter 28 of the Jackson City Code of Ordinances and provide plan design and overall appearance to compliment the surrounding neighborhoods.
    - Setbacks per Chapter 28- Section 28-43 Lot, width, yard, building height requirements- Residential Districts
    - Driveway- 4”concrete or 3 ½”asphalt driveway to extend 30’ beyond front of home
    - Private Sidewalk- 4” concrete to extend from driveway to front porch
    - Minimum 8” overhangs on eave and rakes of home
    - Roof pitch and general layout of exterior facades and building materials to compliment the surrounding neighborhood and as permitted by 28-115 Table of Acceptable Wall Materials
- Basement
    - Provide 8’ poured wall basement
        - Min 8”x16” spread footing
            - Provide minimum 20’ rebar in footing for electrical service bonding with rebar extended through top of foundation wall near electrical service location
        - 8” poured walls with #4 rebar 48” o.c. with minimum 3- #4 horizontal

        - Provide egress window and composite window well to meet requirements for Michigan Building Code 2015 for size/ladder. Provide drain tile at base of well to connect to foundation perimeter drain system
        - Provide form a drain or 4" drain tile full interior/exterior perimeter drained to daylight or to sealed sump crock
            - Provide pea stone cover over all foundation drainage
        - Damp-proof coat all exterior foundation walls to grade
        - Provide 4" pea stone at basement grade with 6 ml plastic below 4" concrete floor
        - Provide radon provisions as required by the MRC 2015
- Front porch
    - Provide minimum 5'x16' covered front porch
        - Concrete foundation and cap
        - Provide maintenance free post wraps, guardrail, stairway and hand-railings
- Rear landing or deck
    - Provide code compliant stair landing/stairway/handrails/guardrails at rear exit doorway
- Wall Construction
    - Provide 2x4 or 2x6 wall framing with double top plate 16" o.c. with insulation systems to meet requirements of the Michigan Energy Code 2015 Chapter 11 requirements for foundation walls, house walls, ceilings, windows, doors, lighting, HVAC
- Roof Construction
    - Provide trussed roof system on primary home and truss or rafter framing on porch, overhangs and decorative elements in accordance the Michigan Residential Code Chapter 8 requirements
    - Provide gutters and downspouts of colors to compliment home architectural design and color
- HVAC system
    - Provide high efficiency furnace and water heater with all ductwork and ventilation in accordance with Michigan Residential Code 2015
- Electrical System
    - Provide 200 amp service
        - Provide service mast and conduit entrance feeder to home.
    - Interior wiring systems to be provided in accordance with the Michigan Residential Code 2015
    - Provide hard wired with battery backup smoke detectors and carbon monoxide detectors to requirement of Michigan Residential Code Sections R314/R315

- Plumbing
    - Provide minimum 1 full bathroom on second floor of home (2 story homes) adjacent to bedroom areas and 1 half bath on main floor.
        - Single story homes to provide 1 ½ bathrooms
    - Provide fiberglass tub/shower unit- Aker or equivalent

    - Provide all plumbing supply/drains/venting and fixtures for bathrooms, kitchen sink, dishwasher, ice maker hookup, laundry and front and rear exterior hose connection.
- Microwave- Provide above range microwave/vent unit
- Kitchen and bath cabinetry- Provide solid wood cabinetry
- Shed- Provide minimum 8'x8' shed to meet City Zoning setback requirements and of complimentary design as primary home structure.
- Yard installation- Provide 3" top soil/seed/straw
- Completion timeline from project start to completion- five (5) months per home
- Full kitchen appliance package (dishwasher, microwave with vent, range, refrigerator)
- Central air conditioning
- Standard home warranty for each home constructed as part of the 100 Homes project. Said warranty shall be for no less than twelve (12) months commencing from the date of issuance of a certificate of occupancy, and consistent with industry standards. Builder shall otherwise comply with all licensure requirements as set forth in Act 299 of 1980, Art. 24, MCL 339.2401, et seq.

**PROPERTY TRANSFER AND**
**DEVELOPMENT AGREEMENT**

THIS DEVELOPMENT AGREEMENT ("Agreement"), is entered into as of the date appearing below, by and between the CITY OF JACKSON, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan, 49201 ("City"), and **Norfolk Homes**, whose address is **8178 Jackson Road, Suite D, Ann Arbor, MI 48103** and referred to as "Developer" ("Developer"),

**WITNESSETH:**

**WHEREAS**, The City is the owner of certain vacant lots within the City that have been identified as eligible building sites for the City's '100 Homes' Program initiative, which will be collectively referred to within this Agreement as the "Eligible Lots"; and

**WHEREAS**, Developer is a City-approved, licensed, residential home builder who has been selected and approved by the Jackson City Council as a City-preferred builder for its '100 Homes' Program, which program provides new home buyer down payment assistance, loan resources, and other incentives for qualifying purchasers of newly constructed residences on those designated Eligible Lots within the City; and

**WHEREAS**, Developer desires to purchase no less than **seventy-six (76)** Eligible Lots from the City for construction of a single family residence that meets the construction requirements of the City's '100 Homes Program RFP and approved contract award, as amended; and

**WHEREAS**, Developer will abide by the terms set forth in this Agreement and pay the

City, THREE HUNDRED and 00/100 Dollars ($300.00) per Eligible Lot in consideration for the City transferring ownership to Developer and the Developer thereafter constructing a single family residence on the Eligible Lot(s) for the '100 Homes' Program; and

**WHEREAS**, this Agreement is being entered into between the parties to set forth the conditions for the sale and transfer the Property; establish the requirements and construction standards on Developer to construct a single family residence on the Property; and the conditions under which Developer will sell that residence to a qualifying buyer under the City's '100 Homes' Program.

**NOW, THEREFORE,** in consideration of the above recitals, the City and the Developer agree as follows:

1. RECITALS. The foregoing recitals are incorporated in this Agreement and form a part of this Agreement.
2. ELIGIBLE LOT SELECTION. City Staff will identify pre-selected Eligible Lots from its pool of City-owned vacant properties as part of the '100 Homes' Program. Developer and City Staff shall work collaboratively to identify and select Eligible Lot(s) for purchase by Developer; facilitate a walk-thru of the lot and identify any alternate available lots in the event the proposed lot does not meet building requirements. While the City shall have the final decision as to which Eligible Lot(s) will be purchased by Developer for new home construction, alternative Eligible Lots as selected or proposed by Developer for purchaser from the pool of Eligible Lots shall not be unreasonably withheld by the City.
3. LOT INFRASTRUCTURE IMPROVEMENTS. As part of the City's overall goal of improving neighborhoods and local streets, the City shall provide, at no expense to the

Developer an extension of the public water line to the City stop-box; sewer laterals to the edge of the public right-of-way for all Eligible Lot(s) purchased by Developer; and shall waive any connection fees for water and sewer service. The City shall further provide any required sidewalk repairs and/or replacement, as determined in the sole discretion of the City's Chief Building Official and/or Director of Public Works, and curb cuts (excluding the apron/approach) for Eligible Lots at no cost to the Developer. A street tree/trees may be installed within the public right-of way by the City in its sole discretion.

4. PURCHASE AND SALE OF ELIGIBLE LOTS. City agrees to sell and Developer agrees to purchase not less than **seventy-six (76)** Eligible Lots, subject to building and use restrictions, easements and other title issues of record for the purchase price of $300 per Eligible Lot. The purchase and transfer of title shall be pursuant to a separate purchase agreement executed by and between the City and Developer. Upon execution of this Property Transfer and Development Agreement, the City shall transfer ownership of the Property to Developer in accordance with a fully-executed purchase and sale agreement.

5. '100 HOMES' PROGRAM FACILITATION BY CITY. Pursuant to City Council-approved '100 Homes' Program Request for Proposal, as amended, the terms of which are incorporated herein by reference, the City shall identify and facilitate, in cooperation and coordination with its private sector partners, eligible home buyers who qualify under the '100 Homes' program criteria and create a que of qualified buyers for newly constructed homes on the Eligible Lots.

6. HOME CONSTRUCTION BY DEVELOPER. Subject to paragraph 7 below, Developer shall be required to build no less than **seventy-six (76)** single family homes

on the Eligible Lots it purchases pursuant to this Agreement, with the building specifications, improvements, fixtures and appliances as set forth on attached Exhibit A (the "Construction Criteria"). All improvements constructed on an Eligible Lot shall be performed in a workmanlike manner and pursuant to all applicable building code and City Ordinance standards.

7. SALES PRICE AND MARKETING OF NEW HOME CONSTRUCTION. Developer understands and agrees that for any newly constructed single family home sold to an eligible City-approved buyer who qualifies under the City's '100 Homes' Program criteria, the final sales price for the home shall be One Hundred Seventy Five Thousand and 00/100 Dollars ($175,000). Notwithstanding the foregoing, if a prospective buyer who is not otherwise eligible under the City's '100 Homes' Program makes an offer on a new home constructed by Developer, the Developer shall have the right to market and sell said home to that buyer, and shall not be capped at the $175,000 sales price. However, in such event any such home sold outside of the '100 Homes' Program shall not count against the Developer's obligation to construct the minimum number of homes under this Agreement.

8. CONSTRUCTION TIMELINE. All Eligible Lots required to be purchased by Developer under this Agreement must have a single family home constructed in accordance with the **Exhibit A** Construction Standards, and all Eligible Lots must have a single family home completed thereon, with a final certificate of occupancy issued not later than October 31, 2026.

9. FINANCIAL ABILITY. Developer acknowledges that it has the financial resources available in order to comply with this Agreement; purchase and construct the minimum

number of Eligible Lots and single family homes as set forth herein; and sell a newly constructed home on an Eligible Lot for the One Hundred Seventy Five Thousand and 00/100 Dollar ($175,000) sales price to '100 Homes' Program eligible person(s) who qualify under the approved income and application criteria.

10. INSPECTIONS. The Developer must permit inspections of the Property as requested by the City to monitor compliance with this Agreement, and the City will provide reasonable notice to Developer unless an emergency arises, in which case, the City will make a good faith attempt to contact Developer.
11. BROKERS. City and Developer agree that no broker, sales agents or other persons shall be entitled to a commission from the City in relation to the sale of an Eligible Lot.
12. COSTS AND EXPENSES. Costs and expenses incurred by the City in implementing and enforcing the provisions of this Agreement, shall be a lien on the premises which shall be enforceable in accordance with Section 15.7 of the Jackson City Charter and/or other applicable City Charter and City Ordinance provisions. In addition to any other lawful enforcement methods, the City shall have all remedies authorized by State law, the Jackson City Charter and/or City Ordinances.
13. CHANGE OF OWNERSHIP INTEREST. This Development Agreement shall be binding on and inure to the benefit of City and Developer and all of their respective heirs, successors, assigns and transferees.
14. MODIFICATION AND ASSIGNMENT. The promises, covenants, terms and conditions herein contained may not be modified, altered, or extended without the mutual written consent of both parties.
15. NOTICE. Except as otherwise specified herein, all notices, consents, approvals,

requests and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be by first class mail or nationally recognized overnight courier delivery service with next business day delivery, with delivery receipt obtained. Notices must be addressed as follows:

| | |
|---|---|
| If to the City, to: | City of Jackson<br>161 West Michigan Avenue<br>Jackson, MI 49201<br>Attention: City Manager |
| With a copy to: | City Attorney's Office<br>161 West Michigan Avenue<br>Jackson, MI 49201<br>Attention: City Attorney |
| If to Developer, to: | Norfolk Homes<br>8178 Jackson Road, Suite D<br>Ann Arbor, MI 48103<br>Attention: Sean Lefere, COO |

16. INDEMNIFICATION. Developer shall assume all liability for and protect, indemnify, and save City, its officers, directors, employees, volunteers, invitees, agents and representatives (hereinafter collectively “Indemnities”) harmless from and against all actions, claims, demands, judgments, losses, expenses, suits or actions, (including attorney fees) for any injury or death of any person or persons, and loss or damage to property of any person or persons whomsoever, including Developer or the Indemnities, and their respective agents, contractors, subcontractors, and employees, arising either out of this Agreement or the intentional or negligent acts, errors or omissions of the Developer or its agents, contractors, subcontractors, and employees. However, Developer shall not be required to indemnify the City for such injury, death,

loss, or damage cause by the City's sole negligence. Developer's obligation to indemnify City shall survive termination and/or expiration of this Agreement.

17. SEVERABILITY. If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.
18. COUNTERPARTS. This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.
19. GOVERNING LAW AND INTERPRETATION. The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.
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Agreement.

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22. WAIVER. The failure of City to exercise any right given hereunder or to insist upon strict compliance with regard to any provision of this Agreement, at any time, shall not constitute a waiver of such provision or the right by such at any time to avail itself of such remedies as it may have for any breach or breaches of such provision.

23. ENTIRE AGREEMENT. This Agreement and any Exhibits attached hereto represent the entire agreement between the parties regarding its subject matter, and supersedes and cancels any and all prior discussions, negotiations, proposals, undertakings, understandings and agreements, whether written or oral, regarding this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the _____ day of _____, 2023.

**THE CITY OF JACKSON**

By: _____
Jonathan Greene, City Manager

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Jonathan Greene, City Manager on behalf of the City of Jackson.

_____
Notary Public
_____County, Michigan
My commission expires: _____

**DEVELOPER**

**_____**

By: _____
_____
Its: _____

STATE OF MICHIGAN)
) SS
COUNTY OF JACKSON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, _____ of _____, as Developer.

_____
Notary Public
_____County, Michigan
My commission expires: _____

# EXHIBIT A

# CONSTRUCTION CRITERIA

**Construction Specifications**

Home construction to consist of two story home construction from 1200-1400 sq. ft. in areas of the City with primarily 2 story home neighborhoods or minimum 1-story 960 sq. ft. home construction in areas of the city with primarily 1 story homes. 2 story homes to provide minimum 3 bedrooms and 1 ½ bathrooms. 1 story homes to provide minimum 2 bedrooms and 1 ½ bathrooms. Developer is encouraged to provide alternate architectural design or features to provide decorative elements so as not to provide uniform single design homes throughout City. City cost estimate for home builds not to exceed $175,000.

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    - Ancillary costs provided and funded by the City of Jackson
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        - Sewer tap and lead stub to property line (back of City sidewalk)
        - Water tap and connection to City stop box at sidewalk
        - Replacement of any damaged City sidewalks in front of new home build sites
        - Street trees where required
- Provide plan sets to the City of Jackson Building Department for site plan layout and setbacks and proposed home construction for review and approval for each site
- Site design- Provide home design in accordance with Chapter 28 of the Jackson City Code of Ordinances and provide plan design and overall appearance to compliment the surrounding neighborhoods.
    - Setbacks per Chapter 28- Section 28-43 Lot, width, yard, building height requirements- Residential Districts
    - Driveway- 4”concrete or 3 ½”asphalt driveway to extend 30’ beyond front of home
    - Private Sidewalk- 4” concrete to extend from driveway to front porch
    - Minimum 8” overhangs on eave and rakes of home
    - Roof pitch and general layout of exterior facades and building materials to compliment the surrounding neighborhood and as permitted by 28-115 Table of Acceptable Wall Materials
- Basement
    - Provide 8’ poured wall basement
        - Min 8”x16” spread footing
            - Provide minimum 20’ rebar in footing for electrical service bonding with rebar extended through top of foundation wall near electrical service location
        - 8” poured walls with #4 rebar 48” o.c. with minimum 3- #4 horizontal

        - Provide egress window and composite window well to meet requirements for Michigan Building Code 2015 for size/ladder. Provide drain tile at base of well to connect to foundation perimeter drain system
        - Provide form a drain or 4" drain tile full interior/exterior perimeter drained to daylight or to sealed sump crock
            - Provide pea stone cover over all foundation drainage
        - Damp-proof coat all exterior foundation walls to grade
        - Provide 4" pea stone at basement grade with 6 ml plastic below 4" concrete floor
        - Provide radon provisions as required by the MRC 2015
- Front porch
    - Provide minimum 5'x16' covered front porch
        - Concrete foundation and cap
        - Provide maintenance free post wraps, guardrail, stairway and hand-railings
- Rear landing or deck
    - Provide code compliant stair landing/stairway/handrails/guardrails at rear exit doorway
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    - Provide 2x4 or 2x6 wall framing with double top plate 16" o.c. with insulation systems to meet requirements of the Michigan Energy Code 2015 Chapter 11 requirements for foundation walls, house walls, ceilings, windows, doors, lighting, HVAC
- Roof Construction
    - Provide trussed roof system on primary home and truss or rafter framing on porch, overhangs and decorative elements in accordance the Michigan Residential Code Chapter 8 requirements
    - Provide gutters and downspouts of colors to compliment home architectural design and color
- HVAC system
    - Provide high efficiency furnace and water heater with all ductwork and ventilation in accordance with Michigan Residential Code 2015
- Electrical System
    - Provide 200 amp service
        - Provide service mast and conduit entrance feeder to home.
    - Interior wiring systems to be provided in accordance with the Michigan Residential Code 2015
    - Provide hard wired with battery backup smoke detectors and carbon monoxide detectors to requirement of Michigan Residential Code Sections R314/R315

- Plumbing
    - Provide minimum 1 full bathroom on second floor of home (2 story homes) adjacent to bedroom areas and 1 half bath on main floor.
        - Single story homes to provide 1 ½ bathrooms
    - Provide fiberglass tub/shower unit- Aker or equivalent

    - Provide all plumbing supply/drains/venting and fixtures for bathrooms, kitchen sink, dishwasher, ice maker hookup, laundry and front and rear exterior hose connection.
- Microwave- Provide above range microwave/vent unit
- Kitchen and bath cabinetry- Provide solid wood cabinetry
- Shed- Provide minimum 8'x8' shed to meet City Zoning setback requirements and of complimentary design as primary home structure.
- Yard installation- Provide 3" top soil/seed/straw
- Completion timeline from project start to completion- five (5) months per home
- Full kitchen appliance package (dishwasher, microwave with vent, range, refrigerator)
- Central air conditioning
- Standard home warranty for each home constructed as part of the 100 Homes project. Said warranty shall be for no less than twelve (12) months commencing from the date of issuance of a certificate of occupancy, and consistent with industry standards. Builder shall otherwise comply with all licensure requirements as set forth in Act 299 of 1980, Art. 24, MCL 339.2401, et seq.

## LOT PURCHASE AGREEMENT

This LOT PURCHASE AGREEMENT (this "Agreement") is made on _____, 2023, by and between _____, a Michigan _____ with an address of _____ ("Purchaser") and CITY OF JACKSON, a Michigan home rule city, of 161 W. Michigan Avenue, Jackson, MI 49201 ("Seller" or the "City") as follows:

## BACKGROUND

Seller has agreed to provide a right to purchase, and Purchaser has agreed to purchase at least _____ Lots located in the City of Jackson, Jackson County, Michigan, (the "Lots") as part of the City's '100 Homes' Program, as approved by the Jackson City Council.

## AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Lots. Seller agrees to sell, and Purchaser desires to purchase the following described lot(s) located in the City of Jackson, Jackson County, Michigan, as part of the City's '100 Homes' Program, and more particularly descried as follows:

[INSERT PROPERTY/LEGAL DESCRIPTION]

2. Purchase Price. The Purchase Price for each Lot shall be three hundred dollars ($300.00).

The Purchase Price shall be delivered at Closing in immediately available funds subject to the terms and conditions stated in this Agreement and consistent with the schedule in Section 5 of this Agreement. The Purchaser's obligations under this Agreement are not contingent upon financing.

3. Investigation Period; Right to Terminate. The "Investigation Period" shall expire thirty (30) days following selection of a Lot to be included in this Agreement. During the Investigation Period, Purchaser shall have the right to have the Lots inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, market value; soil conditions; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser. Seller hereby grants Purchaser and Purchaser's agents, employees, representatives, consultants, and contractors a nonexclusive license during the term of this Agreement, to enter and have access to the Lots for purposes of having such

investigations performed and the right to discuss the Lots and the conditions related thereto with governmental authorities. Purchaser may choose to have Contractors perform site investigation work on site. During the Investigation Period, and any extensions thereof, Purchaser has sole discretion to terminate this Agreement.

4. Payment of Property Taxes. Property taxes for the year of each Closing shall be pro-rated as of the date of each Closing on a calendar basis based upon the amount of such taxes if known at the time of each Closing.

5. Closing Deadline; Purchase Schedule. The Purchase Price shall be paid, and the Closing on the lot(s) shall occur within ten (10) days of expiration of the Investigation Period.

6. Seller's Closing Deliveries. At each Closing, Seller shall deliver to the Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser:

A. A Quit Claim Deed conveying to Purchaser title to the Lots, executed and acknowledged by Seller in recordable form;

B. An ALTA fee owner's policy of title insurance or equivalent coverage from American Title Company of Jackson, MI (the "Title Policy") in an amount not less than the Purchase Price insuring Purchaser as owner of fee simple, indefeasible title to the Lots without standard exceptions, and subject only to the following permitted exceptions (the "Permitted Exceptions"): (1) the lien prorated property taxes not yet due and payable, (2) utility easements serving the Lots, (3) other matters described in Section 9 and 10, (4) any matter arising as a result of any act or omission of Purchaser; and (5) such other matters that are not objected to by Purchaser.

C. Such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Seller.

7. Purchaser's Closing Deliveries. At each Closing, Purchaser shall deliver to Seller, the Purchase Price and such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.

8. Closing Costs and Proration. Seller shall pay or reimburse Purchaser for (i) all transfer and/or conveyance taxes, if any, assessed in connection with each Closing, (ii) the premium for the Title Policy, (iii) one half (1/2) of any closing fee charged by the title company in connection with this transaction, and (iv) any special assessments that currently exist against the Lots. Seller shall be responsible for and pay all past due real estate taxes and assessments at or prior to Closing. This obligation shall survive the Closing. Other regular and customary costs and expenses related to the Lots shall also be prorated based on the date of Closing.

9. Title. Seller will order a commitment for an owner's policy of title insurance from American Title Company of Jackson, MI (the "Title Policy"). After Purchaser has

received both the title commitment and the Survey described in Section 10 below (if obtained), both in a form satisfactory to Purchaser, the Purchaser shall deliver written notice of any objections Purchaser has to the title commitment. Seller shall have ten (10) days from receipt of such notice of objections to provide written notice to Purchaser as to whether Seller will cure such objections at or before Closing. If Purchaser notifies Seller of the existence of defects rendering title unmarketable and should Seller fail to effect cure of such defects by each Closing, Purchaser may, at its option: (1) extend the time for Seller's performance hereunder only if Seller so requests, (2) waive such objections, or (3) terminate this Agreement.

10. Survey. Purchaser may order at its expense, a new ALTA survey (the "Survey") of the Lots, showing the legal description of the Lots, any boundary encroachments that may impact the Lots, all easements affecting the Lots and such other matters desired by Purchaser.

11. Environmental Matters. Purchaser may, at its expense, conduct such environmental site evaluations of the Lots as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports").

12. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, which representations and warranties shall survive Closing, but without additional investigation by Seller:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Lots in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Lots except to one other party as selected by the Jackson City Council. Seller has not entered into any contract to sell the Lots as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. Seller has not received any notice of, and has no knowledge of, existing violations on the Lots or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

C. At each Closing, there will be no parties in possession of the Lots or entitled to possession thereof other than Seller. There will be no leases, agreements, options or other instruments or agreements in effect with respect to the Lots.

D. There are no existing or pending condemnations or sales in lieu thereof with respect to the Lots, or any part thereof, nor have any such actions, suits, proceedings or claims been threatened or asserted.

E. Seller has the right to, and will convey to, Purchaser the Property pursuant to the Quit Claim Deed.

F. All general real estate related property taxes and assessments shall have been paid when due. There are no delinquent assessments. Except for any ordinary accruals of dues, no future assessments against the Lots have been announced.

G. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Lots, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Lots, either before or after each Closing.

H. All federal, state and local real estate, personal property and other taxes relating to the Lots (other than those not currently due and payable) shall be properly paid on or before each Closing. Seller has not received any notice of assessment or proposed assessment in connection with the Lots.

I. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

J. The Lots and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws").

K. With the exception of the documents provided by Seller to the Purchaser, there are no reports, studies, appraisals, engineering reports, correspondence, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports and/or other written information related to the Lots of which Seller is aware or that are in Seller's possession or control.

13. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, which representations and warranties shall survive each Closing, that as of the date hereof, and on the date of each Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

14. Indemnification. Only to the extent authorized under Michigan law, Seller agrees to indemnify and hold Purchaser and its managers, members, and successors and assigns and their members, managers and representatives (the "Purchaser Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing prior to the

Closing and which are in any way related to the ownership, maintenance, or operation of the Lot; and/or (ii) arising from or related to the inaccuracy or breach of any of Seller's representations and warranties. Purchaser agrees to indemnify and hold Seller and its managers, members, and successors and assigns and their members, managers and representatives (the "Seller Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and attorney's fees for matters (i) arising or accruing after the Closing and which are in any way related to Purchaser's ownership, maintenance, or operation of the Lot; and/or (ii) arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties. It is expressly stipulated and agreed that the provisions of this Section shall survive the Closing.

15. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Lot(s), Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below.

B. Seller's Default; Purchaser's Remedies. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, or in the event any Representation and Warranty made by Seller pursuant to this Agreement is untrue when made, then Purchaser shall be entitled to either (i) terminate this Agreement, and seek Purchaser's actual damages arising from Seller's breach; or (ii) seek specific performance of this Agreement, and seek Purchaser's actual damages provided, however, there will be no specific performance if Seller's failure to close is caused by its inability to clear a title exception, and in such event Purchasers' damages will be limited to its direct out-of-pocket costs for entering into this Agreement.

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have thirty (30) days to cure the alleged default.

16. Attorneys' Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

17. Sale and Assignment of Agreement. Purchaser shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created LLC owned by affiliates or principals of Purchaser and others, and managed by principals of Purchaser, provided however, that no assignment shall operate as a release of the Purchaser. Except as otherwise set forth above, neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.

18. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state of Michigan.

C. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Lots and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent via e-mail and also to the respective addresses set forth below:

To Seller:
CITY OF JACKSON
ATTN: Jonathan Greene, City Manager
161 W. Michigan Avenue
Jackson, MI 49201
E-mail: jgreene@cityofjackson.org

With a copy to:
Matthew Hagerty, City Attorney
161 W. Michigan Avenue
Jackson, Michigan 49201
mhagerty@cityofjackson.org

To Purchaser:
_____
ATTN:

With a copy to:

E. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

F. Purchaser is unrepresented and waives any buyer-side commission.

G. Purchaser and City shall execute a separate Development Agreement governing the terms and conditions for construction of single family homes on the lot(s) purchased by Purchaser, the terms and conditions of which are incorporated herein by reference and shall survive closing.

H. This Agreement is expressly subject to the approval of the Jackson City Council at a regularly scheduled public meeting.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:
CITY OF JACKSON

_____
By: Jonathan Greene
Its: City Manager

Dated: _____

PURCHASER:
TBA

By:_____
_____
Its: _____

Dated: _____

CITY OF JACKSON
Founded 1829

City Manager's Office
161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** Resolution for the Grant Agreement with the Michigan State Housing Development Authority

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**Recommendation:**

Approve a resolution to enter into a grant agreement with the Michigan State Housing Development Authority for the MSHDA Investing in Community Housing (MICH) grant, authorize the Mayor to execute the appropriate documents, and authorize the City Manager and/or Grant Coordinator to sign and submit any additional grant related reports and forms.

Attached is a memorandum from Shane LaPorte, Director of the Community Development Department, requesting City Council approve the Resolution for the Grant Agreement with the Michigan State Housing Development Authority.

I recommend approval of the request. Your consideration and concurrence is appreciated.

JG

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Shane LaPorte, Director of Community Development

**DATE:** August 15, 2023

**RECOMMENDATION:** Approve a resolution to enter into a grant agreement with the Michigan State Housing Development Authority for the MSHDA Investing in Community Housing (MICH) grant, authorize the Mayor to execute the appropriate documents, and authorize the City Manager and/or Grant Coordinator to sign and submit any additional grant related reports and forms.

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## SUMMARY

Approve a resolution to enter into a grant agreement with the Michigan State Housing Development Authority for the MSHDA Investing in Community Housing (MICH) grant, authorize the Mayor to execute the appropriate documents, and authorize the City Manager and/or Grant Coordinator to sign and submit any additional grant related reports and forms.

## BUDGETARY CONSIDERATIONS

Funds from the MSHDA Investing in Community Housing (MICH) grant will be used to construct four (4) visitable / accessible homes, and will provide funds for grant administration, with a total grant award of $880,000. All construction and administrative costs will be paid for with grant funds.

## HISTORY, BACKGROUND, and DISCUSSION

On April 21, 2023, the City of Jackson submitted a competitive application for funding to the Michigan State Housing Development Authority, through the Investing in Community Housing (MICH) grant program. 88 applications were submitted by various non-profit, for-profit, and government entities, with 29 grants awarded. On June 16, 2023, staff from the Community Development Department were notified that the City of Jackson was awarded $800,000 to construct 4 new homes in the City: 2 visitable and 2 accessible homes. The City was also awarded $80,000 for administrative costs, making the total grant award $880,000.

The City must enter a contract for construction by September 30, 2024, and all grant funds must be expended by April 30, 2026. The City is further required to build 4 additional homes as a “match” for this program, and these homes will be funded through other current grant

programs. All granted-funded and match-funded homes will be constructed in one of two qualified census tracts: N. Cooper between Michigan Avenue and the Northern boundary of the City, and the 300 block of West Mason and/or West Wilkins. Once completed, these homes will be sold to an income-qualified individual or family earning 60% of less of the Area Median Income (based on household size).

**2023 Area Median Income Limits**

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|---|---|---|
| 60% | $32,220 | $36,840 | $41,460 | $46,020 | $49,740 | $53,400 | $57,120 | $60,780 |

City staff will work with qualified builders to complete this project on time and within budget. This grant award provides further financial assistance in the City's efforts to construct affordable new homes throughout the City of Jackson.

## POSITIONS

Approve a resolution to enter into a grant agreement with the Michigan State Housing Development Authority for the MSHDA Investing in Community Housing (MICH) grant, authorize the Mayor to execute the appropriate documents, and authorize the City Manager and/or Grant Coordinator to sign and submit any additional grant related reports and forms.

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ATTACHMENTS

- Resolution
- Grant Agreement

RESOLUTION

BY CITY COUNCIL:

WHEREAS, the City of Jackson wishes to construct affordable new homes for its residents; and

WHEREAS, the City applied for funds for the construction of new homes through the Michigan State Housing Development Authority's Investing in Community Housing (MICH) grant program; and

WHEREAS, the City has received a MSHDA "MICH" grant in the amount of $880,000; and

WHEREAS, the grant agreement for grant number ARP-2023-274-MIC has been prepared for this project by the Michigan State Housing Development Authority, and forwarded to the City of Jackson for approval; and

WHEREAS, the estimate for this project is $880,000, with the grant share covering 100% of the total construction and administration costs.

NOW, THEREFORE, BE IT RESOLVED that the City Council does approve entering into the grant agreement for grant number ARP-2023-274-MIC with the Michigan State Housing Development Authority; and

BE IT FURTHER RESOLVED that the City Council does authorize the Mayor to execute the appropriate contract documents on behalf of the City; and

BE IT FURTHER RESOLVED that the City Council does authorize the City Manager and/or Grant Coordinator to sign and submit any additional grant related reports and forms on behalf of the City.

* * * *

State of Michigan )
County of Jackson )ss
City of Jackson )

I, Andrea Murray, City Clerk in and for the City of Jackson, County and State aforesaid, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council on the 15th day of August, 2023.

IN WITNESS WHEREOF, I have hereto affixed my signature and the Seal of the City of Jackson, Michigan, on this 16th day of August, 2023.

_____

Andrea Murray, City Clerk

STATE OF MICHIGAN
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

TO: **MSHDA Investing in Community Housing (MICH)**

RE: **Announcement of Funding Award, Required Documentation and IGX Instructions**

Dear MICH Grantee,

Congratulations! The Michigan State Housing Development Authority (MSHDA) Neighborhood Housing Initiatives Division (NHID) has approved your request for MICH Phase One funds. The purpose of this letter is to inform you of the documentation needed to initiate this grant, and how to manage it on the IGX system.

You will find the following documents that need to be returned to our office so NHID can initiate your grant on the IGX system:

- MICH Grant Agreement
  - Exhibit A- Eligibility Requirements
  - Exhibit B- Project Budget
  - Exhibit C- Household Income Self-Certification Form
  - Exhibit D- Authorization to Release Information
  - Exhibit E- Quarterly Reporting Timeline
  - Exhibit F- Performance Monitoring Report
  - Exhibit G- Financial Monitoring Report
- Certified Board Resolution (Non-Profit ONLY)
- Grant Closing Statement (Non-Profit ONLY)
- Authorized Signer (Local Unit of Government ONLY)

The MICH Agreement Exhibit A, Board Resolution, Grant Closing Statement for non-profit organizations or the Authorized Signer form for local units of government must be signed and returned MSHDA 735 East Michigan Avenue Lansing, MI 48909. All documents must be signed and uploaded no later than two weeks from the date of this letter. A copy of each form should also be saved in your own files.

---

**Executing the MICH Grant Agreement and Exhibits**

Fill in the blank items are provided on each document. Please enter in your Agency Name, Grant Number and Organization Number. Use the Agency Name and Grant Number from the Grant document. The Organization Number is the third component of your Grant i.e. ARP-2023-000-MIC. In the given example the Organization Number would be 000.

Your agency's Board Chairperson for non-profit organizations or highest elected official for local units of government must sign the MICH Grant Agreement.

The Authorized Official must type in their name and title to electronically sign the MICH Grant Agreement. The agreement exhibits can be downloaded here.

The Certified Board Resolution, Grant Closing Statement, and Authorized Signer forms cannot be electronically signed.

**Certified Board Resolution (Non-Profit ONLY)**

Your governing board must formally adopt, by resolution, acceptance of the terms and conditions of the

MICH Grant Agreement. The Certified Board Resolution also designates those persons authorized to sign and/or submit grant related documents on behalf of your governing body. The persons identified as authorized signatories on the Certified Board Resolution should be the same as those identified as signers on the Grant Closing Statement.

**Grant Closing Statement (Non-Profit ONLY)**

The Grant Closing Statement formally identifies the officers of your organization and designates the officer and/or officers authorized to sign and/or submit related reports, forms, and documents. Each officer must sign beside his or her typed or printed name in the appropriate spaces on the statement. The persons identified as authorized signatories on the Grant Closing Statement should be the same as those identified as signers on the Certified Board Resolution.

**Authorized Signature Designation Form (Local Unit of Government ONLY)**

The Authorized Signature Designation Form formally identifies and designates the person or persons authorized to sign and/or submit grant related reports, forms, and documents on behalf of the governing board. Each signatory must sign in the appropriate spaces on the form next to his or her printed or typed name.

**Utilizing the Resources**

Grant User Guide: It is recommended that anyone using IGX consult the attached IGX System Guide - Grantees . A copy of the guide has been provided.

IGX Help Desk: Should you experience technical difficulties with IGX, you should contact the Help Desk at phone number or via email at helpdesk@agatesoftware.com.

**Assigning Staff to Administer This Grant**

When this grant is awarded, you must designate a member of your agency as the Grant Administrator. Once the grant documents are returned, MSHDA will enter the Authorized Signers into the IGX system. Grant Administrator and Authorized Signers can give other agency members or other people outside of the agency, access to the grant. To be given access to a grant, that person must already exist on IGX and be active within the system. Please refer to Section 5 of the Grant User Guide - Add/Edit People to the Grant to complete this process. If you have any technical difficulties with the system, please contact Jodi Mackie at 517-335-0099.

**Financial Status Report (FSR) / Payment Request**

Payment Requests will be submitted online through the IGX system. Grant Administrator and Authorized Signer(s) are permitted to create an FSR, however, only an Authorized Signer is permitted to submit an FSR.

Payment Requests must be submitted at least quarterly, but not more frequently than monthly. The request should cover expenses for the previous quarter or month and should be submitted by the 12th of the month following the report period.

STATE OF MICHIGAN
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

Keep in mind that any deviations from the terms or conditions of the MICH Grant Agreement, including budget allocation, must be requested, and approved by the Neighborhood Housing Initiatives Division staff. I congratulate you on receiving this award. If there are any issues opening the documents, content issues, or modifications needed please send your request to MSHDA-NHID-Research@michigan.gov.

Note: We are sending a photocopy of previously submitted and approved documentation as exhibits to the agreement. You are welcome to insert color copies of attachments for clarity as long as the information remains the same and you disclose any changes on the returned copy.

We will send you a fully executed copy once all signatures are secured.

Sincerely,

Tonya Joy

Tonya Joy, Director
Neighborhood Housing Initiatives Division

**AMERICAN RESCUE PLAN CORONAVIRUS**
**STATE AND LOCAL FISCAL RECOVERY FUNDS**
**MICHIGAN HOUSING AND COMMUNITY DEVELOPMENT FUND ("HCDF")**
**DOWN PAYMENT ASSISTANCE PROGRAM**

**GRANT AGREEMENT BETWEEN**

**THE MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

**AND**

**CITY OF JACKSON**

**HCDF MSHDA Investing in Community Housing ("MICH")**

**Grant #: ARP-2023-274-MIC**

THIS GRANT AGREEMENT (the "Agreement") made and entered into as of _____, 2023, by and between the City of Jackson, a Michigan nonprofit, whose address is 161 W Michigan Ave, Jackson, Michigan, 49201 (the "Grantee"), and the Michigan State Housing Development Authority, a public body corporate and politic of the State of Michigan, whose address is 735 East Michigan Avenue, Lansing, Michigan 48912 (the "Authority").

## I. GRANT SUMMARY AND OFFER

The State Housing Development Authority Act of 1966, Public Act 346 of 1966, Part 125.1458 *et seq.*, as amended, charges the Authority with creating and implementing the Housing and Community Development Fund ("HCDF") Program for the purposes of developing and coordinating public and private resources to meet the affordable housing needs of low income, very low income, and extremely low-income households and to revitalize downtown areas and adjacent neighborhoods in the State of Michigan. Effective March 30, 2022, the HCDF Program was federally funded utilizing the United States Department of Treasury ("Treasury") American Rescue Plan Coronavirus State and Local Fiscal Recovery Funds ("ARP-SLFRF"), which were awarded to the State of Michigan on May 13, 2021, and the Michigan Legislature appropriated to the Authority pursuant to the Public Act 53 of 2022, as amended (the "Act"). Pursuant to Section 352 of the Act, the Authority must use the HCDF Program funds to expand access to affordable and attainable housing for populations or regions disproportionately impacted by the Coronavirus Disease 2019 ("COVID-19") pandemic.

The Authority, acting pursuant to the Act and Public Act 346 of 1966, as amended, hereby offers to the Grantee grant assistance subject to the availability of Authority HCDF Program funds, terms, conditions, and limitations as set forth herein.

**The maximum amount of grant assistance hereby offered is eight hundred eighty thousand dollars ($880,000) (the "Total Grant Amount"). When the Total Grant Amount is drawn down to zero dollars ($0.00), no further reimbursements will be made. Billing requirements and grant terms are as set forth in Section II hereof. The term of work performance by the Grantee under this Agreement will be from the date of this Agreement to April 30, 2026. Funds will be made available on a reimbursement basis for the Grantee's eligible expenses in accordance with the terms of this Agreement and applicable state and federal requirements.**

The terms of Section 352 of the Act, Public Act 346 of 1966, State Housing Development Authority Administrative Rules, and Section 9901 of the American Rescue Plan of 2021 allow as Eligible Expenses reimbursement to the Grantee for HCDF activities that support for qualifying households as described in

Exhibit A, attached to and made a part of this Agreement, provided those expenditures were made for the specific purposes described in this Agreement. No payment or reimbursement for Eligible Expenses must be made for HCDF activities performed after April 30. 2026, or prior to the date of this Agreement, and only qualifying expenditures made between April 30, 2026, and the date of this Agreement, are eligible for reimbursement out of HCDF Program funds. This grant assistance will expire upon the earlier of the full expenditure of the Total Grant Amount or April 30, 2026 (the "end date").

As stated above and as noted in Section 32, the Grantee is supplying limited services under the American Rescue Plan of 2021 to the State of Michigan under the MICH program. The Grantee is a subrecipient under this Agreement.

## II. GRANT TERMS

NOW, THEREFORE, the Authority and the Grantee agree as follows:

1. The Grantee must implement or continue the activities within the projected budget and timeframe in a manner consistent with the Authority requirements and in accordance with any special terms and conditions for funding more specifically described and stated in Exhibit B, which is attached to and made a part of this Agreement.

2. The Grantee must:

    a. Comply with Section 352 of the Act, Public Act 346 of 1966, State Housing Development Authority Administrative Rules, and Section 9901 of the American Rescue Plan of 2021, as amended.

    b. Comply with such further Treasury, Authority, statutory, regulatory, and contractual requirement(s), now or hereafter in effect, as may be applicable to the receipt and expenditure of HCDF Program funds as administered by the Authority, including but not limited to data collection. Authority requirements may be communicated via term sheets, financial assistance agreements, the Authority's website, and various other mechanisms available to Grantee.

    c. Comply with the Federal grant requirements of Title 2, Subtitle A, Chapter II, Part 200 of the Code of Federal Regulations (the "Uniform Guidance"), as applicable. In all instances, the Grantee should review the Uniform Guidance requirements applicable to its use of SLFRF funds, and SLFRF-funded projects, including the Uniform Guidance, as described in the 2022 OMB Compliance Supplement Part 3. Compliance Requirements (issued May 11, 2022).

    d. Comply with the Federal regulation requirement 2 CFR 180, and certify to the best of its knowledge and belief that its employees and its subcontractors:

        i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or contractor;

        ii. Have not within a five-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) or private transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery,

falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;

iii. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in section ii;

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default; and

v. Have not committed an act of so serious or compelling a nature that it affects the Grantee's present responsibilities.

e. Comply with all other applicable Federal statutes, regulations, and Executive orders, including (but not limited to) the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, 42 USC 4601, implementing regulations, and the Lead-Based Paint Poisoning Prevention Act and the Residential Lead-Based Paint Hazard Reduction Act of 1992.

3. The Grantee agrees:

a. To obligate HCDF Program funds by entering into a written agreement that outlines the new construction to be provided, on a form prescribed or approved by the Authority, with each Eligible Household as described in Exhibit A that will receive the benefits administered under the HCDF Program. The written agreement must be executed, and a copy provided to the Authority prior to September 30, 2024.

b. That reimbursement(s) under this Agreement must be made in accordance with Authority established schedules and procedures (the "reimbursement").

c. That no payment or reimbursement for Eligible Expenses will be made for HCDF activities performed after April 30, 2026, or prior to the date of this Agreement, and only qualifying expenditures made between April 30, 2026, and the date of this Agreement, are eligible for reimbursement out of HCDF Program funds.

d. That the grant assistance will expire upon the earlier of the full expenditure of the Total Grant Amount or April 30, 2026.

e. That in no event will any reimbursement be made after a written notice by the Authority to the Grantee of a violation of this Agreement, and the violation has not been corrected to the satisfaction of the Authority.

f. That in no event will the HCDF Program funds be used for a program, service, or capital expenditure that includes a term or condition that undermines efforts to stop the spread of the coronavirus pandemic.

g. That the HCDF Program funds will not be used to pay expenses that will be or have been reimbursed by another federal program.

4. All requests for HCDF Program funds from the Grantee to the Authority must be submitted via the

Authority's designated billing system (the "billing system") and must be accounted for with supporting documentation. The HCDF Access System Form must be fully completed. Billing spreadsheets will be uploaded by the Grantee to the billing system containing this information, from which program reports will be generated to Treasury. By submitting invoices in the billing system, the Grantee certifies to the best of the Grantee's knowledge and belief that the invoice and supporting documentation are true, complete, and accurate. The Grantee must maintain documentation evidencing that the HCDF Program funds were expended in accordance with federal, state, and local regulations.

5. The Grantee:

   a. agrees that the Authority may, at the Authority's discretion, monitor and audit the Grantee's compliance with the terms and conditions of this Agreement.

   b. agrees to provide any books, records, or other documentation in such form and at such place as the Authority or Treasury may request to ensure conformity with the terms of this Agreement, and state and federal requirements, as applicable.

   c. acknowledges that it must provide a copy of any single or program specific audit to the Authority for the Authority's required review within thirty (30) days of the completion of the audit or the effective date of this Agreement.

   d. acknowledges that it may be subject to the Single Audit Act and the implementing regulations at 2 CFR Part 200, Subpart F.

   e. acknowledges in the event that it expends Seven Hundred Fifty Thousand Dollars ($750,000) or more during the Grantee's fiscal year in Federal awards, the Grantee must have a single or program specific audit conducted for that year in accordance with the provisions of 2 CFR 200.501. The Grantee may also refer to the Office of Management and Budget (OMB) Compliance Supplement for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions. The Grantee must: (1) procure or otherwise arrange for the audit, if required; (2) prepare appropriate financial statements, including the schedule of expenditures of Federal awards; (3) promptly follow up and take corrective action on the audit findings; and (4) provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit.

6. Subject to the State of Michigan Records Retention and Disposal Schedule for the Authority's Rental Assistance and Homeless Solutions Division, as amended, the Grantee must retain all financial records, supporting documents, statistical records, and all other pertinent records for a period of five (5) years after all of the Total Grant Amount has been disbursed, as required by Treasury and the State of Michigan, or for a longer period of time if required by state or federal law, and in any event shall continue through at least December 31, 2031. The retention period must commence from the date that the Grantee is notified in writing that the Authority has completed its final review of the activities described and stated herein. The Grantee agrees to provide or make these records available for audit proposes to the Authority, Treasury, and to any authorized oversight body, including but not limited to the Auditor General of the State of Michigan, the Government Accountability Office, Treasury's Office of Inspector General, and the Pandemic Relief Accountability Committee.

7. The Grantee must prepare and submit documents relating to and supportive of the Grant activities as may be required by the Authority.

8. All correspondence, and documents required under this Agreement must be submitted via email to:

**Program Director/Address:** **Tonya Joy**
**Director**
**Neighborhood Housing Initiatives Division**
**Michigan State Housing Development Authority**
**735 E. Michigan Avenue, PO Box 30044**
**Lansing, MI 48909**

**Grantee/Address:** **City of Jackson**
**161 W Michigan Avenue**
**Jackson, Michigan, 49201**

9. To the extent that HCDF Program funds are expended to purchase goods or services, the Grantee must ensure that all procurement transactions must be conducted in a manner that provides for open and free competition in a manner consistent with local, state, and federal law. All procurement activities must comply with 2 CFR 200.320.

10. The Grantee hereby agrees that payment for services, supplies, or materials will not exceed the amount ordinarily paid for such services, supplies, or materials in the area where the services are rendered, or the supplies or materials are furnished.

11. The Grantee acknowledges that a maximum of ten percent (10%) of the Total Grant Amount may be utilized for administrative costs. The administrative costs must be allowable, reasonable, and allocable as outlined in 2 CFR 200.403-200.405 and must be in accordance with the HCDF Policy and Compliance Handbook and any written administrative costs policies issued by the Authority. The Grantee may use administrative costs for direct costs as defined in 2 CFR 200.413 and indirect costs as defined in 2 CFR 200.414. If the Grantee uses both direct and indirect costs, the indirect costs must exclude any direct administrative expenses. The Grantee agrees to provide the Authority with a HCDF Program Administration Report, in the form of a quarterly Financial Status Report (the "FSR"), that documents and itemizes all direct and indirect administrative costs. If the Grantee elects to opt out of utilizing any of the Total Grant Amount towards administrative costs, the Grantee acknowledges that it cannot amend the Project Budget post-grant award to add it in as a funding component. HCDF Program funds are not to be used for research and development as defined in 2 CFR 200.1. If the Grantee has a current Negotiated Indirect Costs Rate Agreement ("NICRA") established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, the Grantee may use its current NICRA. If the Grantee does not have a NICRA, it may apply the 10% de minimus rate.

12. The Grantee will collect a signed client authorization form as described in Exhibit D, attached to and made a part of this Agreement, or on another form approved by the Authority for each individual or family who applies for and/or receives assistance under the HCDF. The authorization must explain that the data described in Exhibit D will be released to the Authority and Treasury for program monitoring and evaluation purposes.

13. The Grantee will maintain or implement appropriate measures designed to (a) ensure the security and confidentiality of any Nonpublic Personal Information it receives from the HCDF Program applicants and/or participants, (b) protect against any anticipated threats or hazards to the security or integrity of such information, including, without limitation, implementing necessary screening and background checks for

individuals that may access or use the Nonpublic Personal Information as permitted by this Agreement, (c) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to the subject of such information, (d) ensure the proper disposal of all Nonpublic Personal Information received from the other party upon the termination of this Agreement for any reason, unless the information is required to be retained for legal or regulatory record retention purposes, (e) treat the Nonpublic Personal Information with at least the same degree of care that it uses to protect its own confidential and proprietary information of a similar nature but with no less than a reasonable degree of care, and (f) implement or utilize appropriate technological safeguards that are at least in compliance with the Gramm-Leach Bliley Act as well as any generally recognized industry standards. For the purposes of this Agreement, the term "Nonpublic Personal Information" is any information received from or provided by the other party which pertains to or identifies an individual, such as a name, postal address, e-mail or IP address, facsimile or phone number, mother's maiden name, social security or identification number, transactional, employment, or financial data, medical or health records, personal, gender, political, profile, account, and password information. The Grantee must not disclose such information to anyone other than the Authority or Treasury or other parties to whom the program participant consents on the release of the information.

14. The Grantee must not subaward any HCDF Program funds without the written approval of an Authorized Officer of the Authority. If a subaward of HCDF Program funds is made,

    a. The Grantee is deemed a pass-through entity under 2 CFR 200.1 and must comply with 2 CFR 200.331–200.333.

    b. The Grantee must ensure that HCDF Program funds paid to persons or entities remain in compliance with the Agreement as outlined herein and that the HCDF Program funds are not paid to persons or entities debarred or suspended from receiving federal grant funds by checking all sub-recipients of the Grantee against the federal Debarment and Suspension database no less than annually.

    c. The subaward of HCDF Program funds must occur no later than June 30, 2024.

    d. The Grantee must enter into a written memorandum of understanding, on a form prescribed or approved by the Authority, with all persons or entities receiving the subaward that outlines the respective roles and responsibilities and includes the appropriate terms and conditions concerning closeout of the subaward per 2 CFR 200.332 and in accordance with the HCDF Policy and Compliance Handbook and any written close-out policies issued by the Authority. The written memorandum must be executed, and a copy provided to the Authority prior to HCDF Program funds being disbursed pursuant to the subaward arrangement.

15. In connection with the performance of this Agreement, the Grantee must identify the membership agencies it intends to partner with and must ensure that all organizations it partners with to deliver Grant services are formally organized under Michigan law.

16. The Grantee, all contractors, subcontractors, sub-grantees, and sub-recipients must secure all necessary certificates and permits from municipal or other public authorities as may be required in connection with the performance of this Agreement.

17. If required by the Authority, the Grantee, all contractors, subcontractors, sub-grantees, and sub-recipients must maintain during the term of this Agreement public liability insurance, property damage insurance, worker's compensation insurance, and employee dishonesty insurance insuring the

interests of all parties to this Agreement against any and all claims which may arise out of the Grantee's, contractor's, subcontractor's, sub-grantee's, or sub-recipient's operations under this Agreement.

18. The Grantee agrees that all activities assisted pursuant to the terms and conditions of this Agreement must be open to all regardless of age, height, weight, marital status, sex (including sexual orientation and gender identity or expression), race, color, religion, or national origin (including limited English proficiency), partisan considerations, or a disability or genetic information, and that all contractors, subcontractors, sub-grantees, and sub-recipients involved must take affirmative action to assure an equal opportunity for employment, without discrimination as to age, height, weight, marital status, sex (including sexual orientation and gender identity or expression), race, color, religion, or national origin, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. The Grantee agrees to comply with any Authority or Treasury request for submission of data for post-HCDF MICH award compliance reviews.

19. If any member of the Grantee's Board of Directors or staff or the Grantee's agent, consultant, officer, or elected or appointed official has a conflict of interest or an identity of interest in the form of a financial interest or in the form of a common immediate family relationship with (a) any of the staff persons hired, (b) any of the persons or households to be assisted directly or indirectly with the funds, or (c) the persons and/or businesses retained to perform technical services hereunder or with persons or businesses providing supplies or services for which funds are being disbursed under this Agreement, the Grantee must make written disclosure to the Authority and Treasury of the nature and extent of the relationship prior to contracting with such persons and /or businesses or hiring them. The Grantee further agrees not to enter into any contractual relationship with any of the persons or entities listed above unless it has received written approval from the Authority and/or Treasury as applicable. The Grantee and its Board of Directors, staff, agent, consultant, officer, or elected or appointed official must also comply with all applicable Authority and Treasury requirements and regulations regarding conflicts of interest, including but not limited to 2 CFR 200.112 and 2 CFR 200.318.

20. The Authority, the State of Michigan, their officers, agents, and employees must not, in any manner, be liable for any loss or damage connected to or resulting from activities implemented under this Agreement; nor to any materials, equipment, or other property that may be used or employed in connection herewith, or for any injury or damages to any person whether an employee of the Grantee or otherwise.

21. The Grantee agrees to indemnify, defend, and hold harmless the Authority, the State, their officers, agents, and employees from any and all claims and losses occurring or resulting, to any and all Grantees, contractors, subcontractors, sub-grantees, sub-recipients, material providers, laborers, and any other person, firm, or the Grantee furnishing or supplying work, services, materials or supplies in connection with negligent performance under this Agreement, and from any and all claims and losses occurring or resulting to any person, firm, or the Grantee who may be injured or damaged by the Grantee's, contractor's, subcontractor's, sub-grantee's, or sub-recipient's negligence in the performance of this Agreement; and against any liability, including costs and expenses, for violation of proprietary rights, copyrights, or rights of privacy. The Grantee agrees to immediately report to the

Authority any credible suspicion of or known program fraud, and to report to and cooperate with law enforcement in such regard as applicable.

22. The Authority reserves the right to pursue all remedies available to it to cure any violation of this Agreement. In the event the Grantee violates any of the provisions of this Agreement, the Grantee must be notified of the violation and may be given a thirty (30) day period in which to correct the violation at the discretion of the Authority. In the event of an emergency situation, as identified by the Authority, shorter notice may be given as allowed by the Uniform Guidance. In the event the violation is not corrected to the satisfaction of the Authority, within the time prescribed herein, this Agreement may be terminated forthwith by the Authority's Executive Director pursuant to Section 24 of this Agreement.

23. In no event will any reimbursement of funds be made after a written notice from the Authority to the Grantee of a violation of this Agreement, where the violation has not been corrected to the satisfaction of the Authority. Any funds received by the Grantee that are expended not in accordance with the terms of this Agreement shall be returned to the Authority. If a disbursement of funds is made pursuant to this Agreement for a specific purpose and is not used by the Grantee for that purpose due to conditions that make it impossible to use as provided herein, or if the Grantee decides not to use the funds, upon such disbursal or upon such decision, the disbursement shall be returned to the Authority immediately.

24. If the Grantee has failed to comply with this Agreement, or in the event that funds are no longer available to the Authority, on reasonable notice to the Grantee, the Authority may suspend the grant and prevent further electronic funds transfer or prohibit the Grantee from incurring additional obligations of HCDF Program funds, pending corrective action by the Grantee, resumption of funding from the Authority, or a decision to terminate in accordance with this Agreement. The Authority must allow all necessary and proper costs which the Grantee could not reasonably avoid during the period of suspension.

25. The Authority may terminate this Agreement, in whole or in part, at any time before the end date of this Agreement, whenever it is determined that the Grantee has failed to comply with the conditions of this Agreement, in the event that funds are no longer available to the Authority, or in the event that there are amendments to the terms of Section 352 of the Act, Public Act 346 of 1966, State Housing Development Authority Administrative Rules, and/or Section 9901 of the American Rescue Plan of 2021, subsequent to the date hereof, significantly changing the terms of the HCDF Program. The Authority must promptly notify the Grantee in writing of the determination and the reasons for the termination, together with the effective date. Payments made to recipients or recapture of funds by the Authority must be in accordance with the legal rights and liabilities of the parties and in accordance with the appropriate terms and conditions concerning closeout of the subaward per 2 CFR 200.332 and pursuant to the HCDF Policy and Compliance Handbook and any written close-out policies issued by the Authority. If it is determined that the Grantee has provided incomplete, inaccurate, nonqualifying, or fraudulent information, in whole or in part, the HCDF Program funds must be immediately returned to the State of Michigan. In accordance with the Uniform Guidance, the Authority reserves the right to monitor the Grantee and take such corrective action for noncompliance as it deems necessary and appropriate, including but not limited to termination of this Agreement and return of HCDF Program funds previously provided to the Grantee. Any amounts subject to recovery must be repaid within thirty (30) days of receipt of any notice of recoupment.

26. The Grantee must register with the Federal System for Award Management ("SAM") and be assigned a Unique Entity Identifier ("UEI") before any HCDF Program funds will be disbursed and must maintain an active registration throughout the period of performance. The SAM website is: https:/www.sam.gov/SAM. (Please note that Dun & Bradstreet "DUNS" numbers are no longer accepted). In accordance with federal

Uniform Guidance, any HCDF Program funds received must be included on the eligible applicant's Schedule of Expenditures of Federal Awards ("SEFA") and included within the scope of the eligible applicant's Single Audit.

27. As applicable and as in addition to any regular reporting obligations otherwise provided under this Agreement, the Grantee shall also comply with all reporting requirements within the State Housing Development Authority Administrative Rules, including but not limited to R 125.193 and R 125.199.

28. The Grantee must complete financial, performance, and compliance reporting as required by Treasury within fourteen (14) days following the end of each quarter as summarized in Exhibit E, attached to and made a part of this Agreement. The Grantee must maintain and make available to the Authority, Treasury, and Treasury's Office of Inspector General, upon request, within thirty (30) days all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, 42 USC 801(d), as amended. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. The Grantee must appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, the Grantee must establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting. Records to support compliance with subsection 601(d) of the Social Security Act, 42 USC 801(d), as amended, may include, but are not limited to, copies of the following: (1) general ledger and subsidiary ledgers used to account for (a) the receipt of SLFRF payments and (b) the disbursements from such payments to meet eligible expenditures related to the public health emergency due to COVID-19; (2) budget records; (3) payroll, time records, human resource records to support costs incurred for payroll expenditures related to addressing the public health emergency due to COVID-19; (4) receipts of purchases made related to addressing the public health emergency due to COVID-19; (5) contracts and subcontracts entered into using SLFRF payments and all documents related to such contracts; (6) grant agreements and grant subaward agreements entered into using SLFRF payments and all documents related to such awards; (7) all documentation of reports, audits, and other monitoring of contractors, including subcontractors, and grant recipients and subrecipients; (8) all documentation supporting the performance outcomes of contracts, subcontracts, grant awards, and grant recipient subawards; (9) all internal and external email/electronic communications related to use of SLFRF payments; and (10) all investigative files and inquiry reports involving SLFRF payments. If the Authority or Treasury determines that Grantee has inaccurately reported the expenditure of or inappropriately expended grant funds, the Authority will present the Grantee with a schedule of reports and/or expenditures deemed inaccurate and/or inappropriate. The Grantee shall have fifteen (15) business days within which to object to such schedule and the Grantee's failure to timely object will be deemed as an agreement with the Authority's determination, and the Authority may withhold from future reimbursements and/or advancements an amount equal to any and all inaccurate and/or inappropriate reports and/or expenditures, or otherwise recapture such sums.

29. The Grantee's performance monitoring report, as described in Exhibit F, attached to and made a part of this Agreement, must be signed quarterly by the Grantee's Chief Executive Officer or Executive Director and must analyze the management performance of the Grantee as provided for in the State Housing Development Authority Administrative Rules, R 125.196.

30. The Grantee's financial monitoring report as described in Exhibit G, attached to and made a part of this Agreement, must be signed quarterly by the Grantee's Chief Financial Officer or Treasurer and must analyze the financial performance of the Grantee as provided for in the State Housing Development Authority Administrative Rules, R 125.196.

31. The Grantee hereby agrees that the election of the Authority to pursue any of the remedies set forth

herein must not be construed to preclude or be a waiver of the right to pursue any of the other remedies.

32. The Grantee agrees that the Authority may, at its own discretion and with the written concurrence of the Grantee, increase the amount of funds available to the Grantee under this Agreement by amending the program description, program budget, and special conditions. The Grantee further agrees that any such increases must be governed by the terms of this Agreement and such other statutory, regulatory, or contractual requirements now or hereafter in effect for the receipt and expenditure of the funds as administered by Treasury or the Authority.

33. The purpose of this grant is to respond to the negative economic impacts caused by the coronavirus pandemic by expanding access to affordable and attainable housing for populations or regions disproportionately impacted by the coronavirus pandemic. Benefits administered under the HCDF Program are subject to the income qualifications set forth in Treasury and Authority guidance, and the Eligible Requirements as described in Exhibit A.

34. The parties hereby agree that the invalidity of any clause, part, or provision of this Agreement must not affect the validity of the remaining portions thereof.

35. In the event the Authority determines the Grantee is not complying with the American Rescue Plan of 2021, Treasury guidance, the Authority HCDF Program requirement, Public Act 346 of 1966, the State Housing Development Authority Administrative Rules, or this Agreement, the Authority will pursue enforcement/remedial action(s) and sanctions against the Grantee, including but not limited to reimbursement of HCDF Program funds, as allowed by the Uniform Guidance and applicable state and federal law.

36. This Agreement may be amended by both parties in writing. The Grantee acknowledges that HCDF Program funding has been provided by the State of Michigan pursuant to a federal program in response to a particular health crisis. As such, State and Federal rules, guidelines, and guidance may unilaterally change as the health crisis develops. Such changes are beyond the influence or control of the Authority, and Grantee assumes the risk of compliance with developing requirements.

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SIGNATURES APPEAR ON THE FOLLOWING PAGE(S)

Signature Page

The foregoing Agreement is hereby accepted as of _____, 2023, and it is agreed that the funds made available will be used only as set forth in the Agreement.

**GRANTEE:**

**Date:**_____ **By:** _____
Authorized Official Signature Above
Printed Name: _____

*Signatures continue on next page*

Continuation Signature Page

**AUTHORITY:**

**MICHIGAN STATE HOUSING DEVELOPMENT** AUTHORITY, a public body corporate and politic of the State of Michigan

**Date:**_____ **By:** _____

Amy Hovey, Executive Director

# MICH HCDF GRANT AGREEMENT

# ELIGIBILITY REQUIREMENTS

# EXHIBIT A

The agency's awarded amount within the grant agreement cannot be exceeded and MSHDA will not provide funding to cover any cost overruns therefore careful accounting of the funds is critical. The policy and compliance handbook parameters must be followed and adhered to as well as utilization of the MSHDA systems Kinetech (applicant portal) and IGX (grants management system) are required. This award is being made with Housing Community Development Fund State and Local Fiscal Recovery Funds through the MSHDA Investing in Community Housing (MICH) Program.

Additional details regarding the MICH assistance parameters is provided below:

Acquisition/Rehabilitation/Resale (If applicable-B3)
For MICH, the maximum dollar amount of assistance is $65,000 per property. MSHDA will be providing your agency with the ability to provide up to $15,000 in assistance per eligible household purchaser for down payment assistance as part of the maximum assistance amount of up to $65,000 per unit. The Phase One Notification of Grant Funding Opportunity identified down payment assistance (DPA) funding being made available through a competitive funding round and a direct funding round with different limitations on the maximum assistance per household. This award is being made through the competitive funding round and not directly funded therefore the grant award parameters will not be utilizing the more restrictive maximum assistance amount of $12,350. The agency will have the option of selecting an amount not to exceed $15,000 but can elect to impose a stricter assistance cap within their MSHDA approved program guidelines. The agency will acquire unoccupied single-family homes, rehabilitate the homes, and then sell the homes to qualified households during the grant period with a maximum sales price of $224,500 and impose a covenant deed restriction recorded on the property. For rehabilitation, the agency's goal is for the homes to meet and/or exceed the Authority's property quality standards and to incorporate accessibility and high energy efficiency measures.

New Construction – (If applicable-C3)
For MICH, the maximum dollar amount of assistance is $200,000 per property. MSHDA will be providing your agency with the ability to provide up to $15,000 in assistance per eligible household purchaser for down payment assistance as part of the maximum assistance amount of up to $200,000 per unit. The Phase One Notification of Grant Funding Opportunity identified down payment assistance funding being made available through a competitive funding round and a direct funding round with different limitations on the maximum assistance per household. This award is being made through the competitive funding round and not directly funded therefore the grant award parameters will not be utilizing the more restrictive maximum assistance amount of $12,350. The agency will have the option of selecting an amount not to exceed $15,000 but can elect to impose a stricter assistance cap within their program guidelines. The agency will construct single-family homes and then sell the homes to qualified households during the grant period with a maximum sales price of $224,500 and impose a covenant deed restriction recorded on the property. For new construction, the agency's goal is for the homes to meet and/or exceed the Authority's property quality standards and to incorporate accessibility, visit-ability, and high energy efficiency measures.

Please note that all MICH funding will be restricted to Qualified Census Tract (QCT) area households that are at 60% AMI or below or meet one of the bulleted items on the attached list or when assisting a homebuyer with purchasing a home within a non QCT area, the DPA assistance is restricted to those at or below 185% Federal Poverty Guidelines (FPG) or 60% AMI whichever is stricter.

All grant awards are tied to the federal obligation deadlines. For MICH, the grant award will define September 30, 2024, as the obligation deadline where all funds must be contractually tied to an identified property address and there is also an expenditure deadline of April 30, 2026.

Pre-disbursement Condition - Approval of program guidelines prior to formal issuance of a notice to proceed and disbursement of grant funds.

The agency will be required to provide written quarterly progress reports which will give a detailed description of the deliverables, accomplishments, and related outcomes. Reports should include financial status reports and detailed documentation, including invoices, itemized receipts, employee time dedicated to professional service delivery, and other such documentation that the Authority deems necessary to make a reasonable determination for eligible cost reimbursement in accordance with the funds. Travel, if necessary, (tied to the delivery of programming outlined in the application and grant agreement), shall be reimbursed up to the limits set annually by the Michigan Department of Technology, Management and Budget. The reports are to be submitted to: Michigan State Housing Development Authority, NHID, 735 E. Michigan Avenue, Lansing, MI 48912 or electronically via e-mail to mshda-nhid-research@michigan.gov on the 12th day of the month following the end of each calendar quarter. The first report is required to be received by October 12, 2023. MSHDA staff will review the progress reports and will advise the agency in a timely manner if any problems arise that may affect the terms of this agreement.

# MSHDA Investing in Community Housing (MICH)

# TERMS SHEET

March 7, 2023 (Updated July 10, 2023)

Funding Source:

Housing Community Development Fund
State and Local Fiscal Recovery Funds

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| **Program Overview** | The MICH Program will utilize United States Department of the Treasury American Rescue Plan (ARP) Coronavirus State and Local Fiscal Recovery Funds (SLFRF) as a grant mechanism within the MSHDA Neighborhood Housing Initiatives Division (NHID).<br><br>All applicable Treasury ARP and Housing and Community Development Fund (HCDF) rules and regulations will be strictly enforced. |
| **MICH Program Goal** | To provide financial assistance to eligible non-profit 501(c) agencies and government entities via a multi-year subrecipient agreement awarded up to $1,000,000 per agency. Subrecipients will then distribute the funds within their local area(s) for accessibility residential housing repairs and/or upgrades and/or new construction assistance within both rural and urban areas. In order to qualify for the MICH program, all assisted multi-family properties cannot consist of more than three units. In conjunction with home/unit repairs the funding also allows for a portion of the award, up to ten percent (10%), to be utilized for administrative funding.<br><br>MICH activities are defined as actions undertaken to promote health or safety for single-family and multi-family residential properties. The intent is to have both an individual short-term benefit and immediate impact on the household itself and to also facilitate a long-term community benefit by improving existing housing stock resulting in increased area home values. |
| **Size of MICH Program** | Michigan State Housing Development Authority (the Authority) will utilize its total allocation for this program through multiple statewide competitive funding rounds and/ or direct funded awards. |
| **Targeted Population of Homeowners and Financial Challenges Program Seeks to Address** | Funding will be made available to subrecipient Agencies to administer the MICH Program at the local level and to directly prioritize housing assistance to eligible households located in a Tier 1 qualified census tract (and/or Tier 2), or has household incomes, equal to or less than one hundred and eighty five percent (185%) of the federal poverty guidelines (FPG) as outlined in United States Department of the Treasury Guidance or 60% Area Median Income (AMI) Households or Households within a Qualified Census Tract areas that are receiving assistance as outlined in Exhibit A, whichever is stricter. Program funds will be made available to assist all eligible residents based on Subrecipient program guidelines that are approved by MSHDA. |

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| **Eligible Subrecipient Structures**<br><br>**Note: If you are not one of the agency types listed or cannot provide the applicable required verification documentation you are not eligible to submit for this program.** | "Eligible Subrecipients" included only the following:<br><br>Type 1: Non-profit Organization 501(c): A non-profit organization that is currently servicing the proposed community/neighborhood within the State of Michigan. The applicant's name and address must be the same as the 501(c) Letter from the IRS and on file with the Michigan Department of Licensing and Regulatory Affairs. The applicant must have at least one full-time paid employee; cannot be operating the agency via their principal residence and must have an operating budget exceeding $30,000 per year, not including MSHDA funded projects.<br><br>**The 501(c) must make available upon request an IRS issued 501(c) Letter.**<br><br>Type 2: Government Entity<br><br>Type 3: Lead Agency Designation (This must be either a Non-profit 501(c) Agency or Government Entity as defined above) **The Lead Agency would have the ability to pass the funds through to other local entities defined as Type 1 or 2 above and they would be primarily responsible for all entities awarded and provide formal funding compliance and oversight. A written memorandum of understanding between all entities outlining roles and responsibilities will be required. (This could be a housing trade organization that is a non-profit 501(c) agency. As part of the submission the agency will need to identify its membership agencies that anticipate partnering with them. Partnering agencies will be prohibited from receiving MICH funds directly during the first funding round.)<br><br>Type 4: Other (i.e. emerging developers, network agency offices) : **This type is defined to be _____.**<br>**All type 4 agencies must provide a description of their agency's mission, history (start date), staffing composite, and service area activities undertaken including any accessibility projects that your agency has participated in and/or completed.**<br><br>**Agency eligibility is determined based on MSHDA discretion. |

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| **Eligible Properties** | Eligible Property Types:<br>• Single-family owner-occupied with an income qualified household<br>• Single-family non-owner-occupied with an income qualified household<br>• Multi-family (attached or detached- up to 3 units) owner-occupied with an income qualified household<br>• Multi-family (attached or detached- up to 3 units) non-owner-occupied with an income qualified household<br>• Detached Site Condominium units<br>• Modular/Manufactured homes permanently affixed to real property and taxed as real estate<br><br>**Eligible Occupied Property Criteria:** A single-family property which is zoned residential that: a) has no unaddressed mortgage and/or tax delinquencies; b) is not subject to a foreclosure or forfeiture proceedings, court-ordered receivership, or nuisance abatement; c) has utilities services turned on and operable or in situations where utilities are shut off but operable once safety issues are addressed – with MSHDA pre-approval prior to contract execution; d) is permanently occupied by homeowners that identify the assisted address as their primary residence; and e) is affixed to a permanent foundation.<br><br>**Eligible Rental Occupied Property Criteria:** Rental single-family properties that a) the landlord has no unaddressed mortgage and/or tax delinquencies within the community; b) the landlord has no unaddressed/outstanding code compliance issues within the community; c) a signed contract is in place which identifies the current occupants and the monthly occupancy provisions; d) is not subject to a foreclosure or forfeiture proceedings, court- ordered receivership or nuisance abatement; e) has utilities services turned on and operable or in situations where utilities are shut off but operable once safety issues are addressed –with MSHDA pre-approval prior to contract execution; f ) is affixed to a permanent foundation; g) occupant household is income- eligible; and h) all parties must sign a written participation consent form.<br><br>**Note:** Land contracts and mobile homes are not eligible. |
| **Eligible Qualified MICH Activities** | All MICH program financed activities are specific and necessary health and safety improvements to an existing structure occupied with a qualified financial hardship based on presumed benefit. Activities undertaken must be selected based on inspection, code compliance documented needs, energy assessment/audit recommendation, local building official report, etc.<br><br>For Component B, rehabilitation must contain an accessibility activity and cannot be a standalone roof, windows, doors, insulation, furnaces and/or heating and cooling elements activities.<br><br>All activities in Component C1 or C2 must be tied to an existing NHID program activity. For Component C3, New Construction Developments of up to eight (8) units are allowed. MICH Funding will only be provided for half of the units constructed. Maximum amount of assistance is up to $800,000 per development. For all New Construction Developments, the assisted unit(s) composite must contain at least 50% accessible units with the remaining 50% visitable.<br><br>Note: For additional information, refer to the attached documents. |
| **Grant Structure** | The Subrecipient award will be structured as a performance-based grant.<br><br>Property assistance will be structured as a non-recourse grant. |

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| **Payout of MICH Assistance and Payment Process Description** | The Authority will disburse MICH assistance directly to subrecipient agencies.<br>The Authority will make disbursements on a reimbursement basis only. Reimbursement for purposes of the program is defined as the issuance of a paper check via a MSHDA grant management system when work has been completed, an agency is invoiced for the work performed, and both agency and owner sign-off has been secured. A hold back of up to ten percent (10%) of the property setup amount may be held and not reimbursed until all paperwork regarding final completion and reporting of activity outcomes is provided. |
| **Community/Area Eligibility** | A minimum of thirty percent (30%) of the funds will be set-aside to assist households within rural communities/areas. Of that thirty percent (30%), five percent (5%) will be set-aside to assist households located within the Upper Peninsula. |
| **Program Launch** | The Authority is planning to launch the initial Phase 1 competitive funding round for subrecipient submissions statewide March 2023 and Phase 2 in summer 2023 after MSHDA approval, stakeholder engagement, and public engagement/comment process is complete. |
| **Program Duration** | The period of performance for the MICH award begins on the effective date of the written agreement, requires subrecipient obligation at the property level (street address contract fully executed) prior to September 30, 2024, and full disbursement of funds no later than April 30, 2026. MICH recipients shall not incur any obligations to be paid with the funding from this award after such period of performance ends.<br><br>The Authority plans to disburse all funds prior to the end of the written agreement date of April 30, 2026. |
| **Program Leverage with Other Financial Resources** | The Authority will undertake its best effort approach to encourage subrecipients to leverage additional complementary assistance that is made available for homeowners through other local, state, and/or federal programs.<br><br>Leverage is not required to come directly from the homeowner, unless specified within the subrecipient guidelines.<br><br>Note: If the applicant chooses to identify leverage within the proposed budget, in order to receive evaluation preference, all leverage identified must be committed/secured.<br><br>Applicants are encouraged to partner and leverage funding. |

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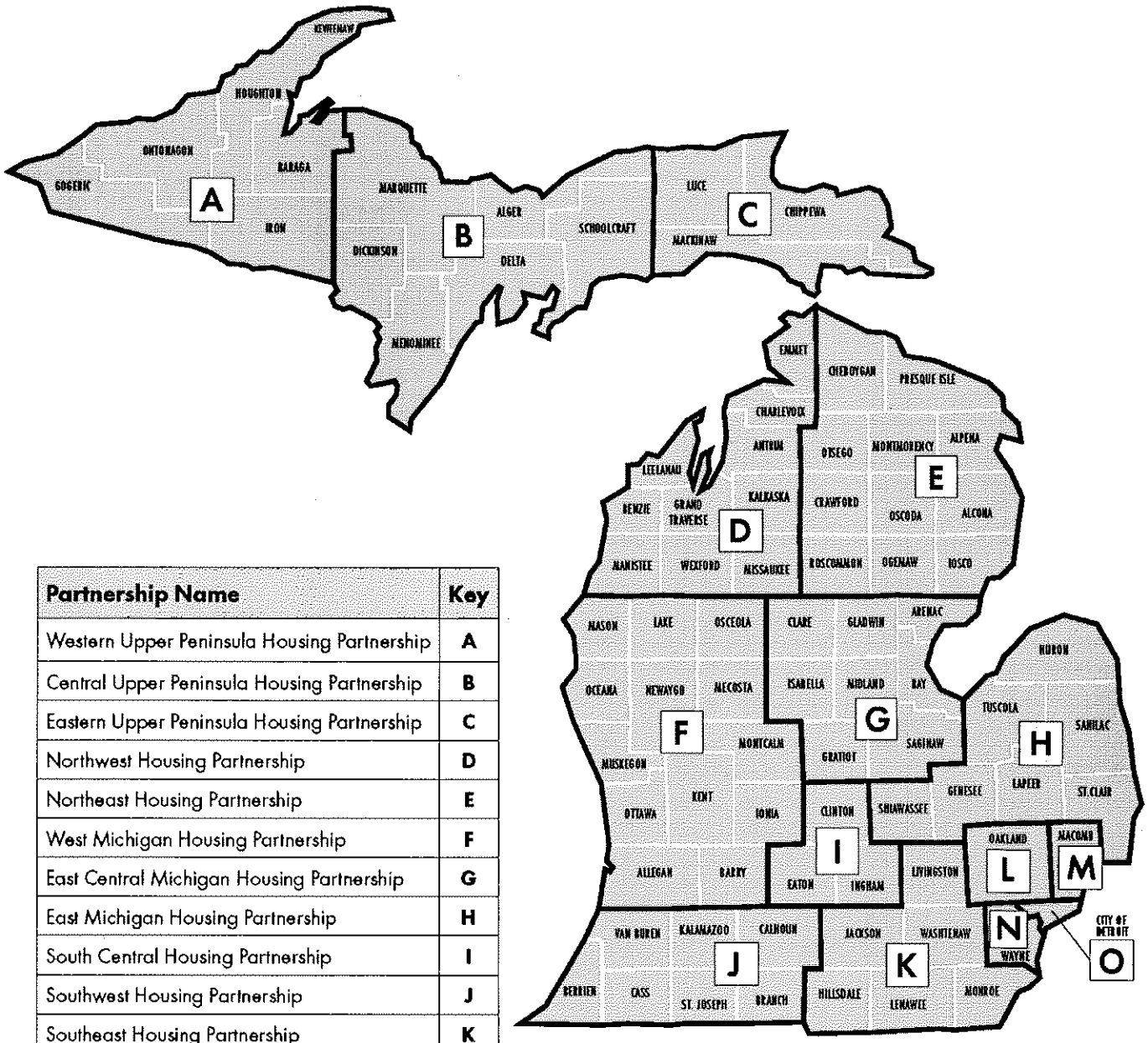
|---|---|
| **Presumed Benefit - Qualified Financial Hardship** | A "Qualified Financial Hardship" is a material reduction in income or material increase in living expenses associated with the coronavirus pandemic and a Self-Attestation will be required.<br><br>• This program is designed to address occupant and/or community housing needs. This benefit will be measured by assessing a particular property's needs and how those needs were addressed by the improvements/components selected.<br><br>• All proposed activities are restricted to income qualified areas and/or household income eligibility and meet the Treasury ARP criteria for presumed benefit requirements. |
| **Household Income Restrictions** | Income-targeting requirement, all funds must be used to assist homeowners having household incomes equal to or less than 185% of the Poverty Federal Guidelines (PFG) as defined by the Department of Health and Human Services. Refer to the United States Department of the Treasury's guidance spreadsheet on household income thresholds: SLFRF-LMI- tool.xlsx (live.com) to identify specific Michigan County Income Limits.<br><br>For households within or purchasing within a QCT area, there are some additional actions required:<br><br>1) At or below 60% AMI or receiving and/or qualifying Federal assistance (Exhibit A, #3)<br>2) Self-attestation of household income including all adult occupant earning members over the age of 18 that are not in school as a student;<br>3) Household submission of formal income verification documentation including year to date pay stubs, if pay stubs are not available the household will need to provide the previous year's W-2 forms or if self-employed last year's 1040 form; and<br>4) Subrecipient review and approval. |
| **Subrecipient Prioritization** | Subrecipients will have individual written program guidelines (approved by MSHDA) to meet their service area needs. Which will establish the following:<br>• Activity Dollar Limits per Property<br>• Types of Properties Assisted<br>• Selection of Service Area<br>• Household Applicant Intake and Selection Process<br>• Select Households based on preference/priority based on need, eligibility, or other factors outlined in the guidelines<br>• Select/Define Activities/Scope of Work<br>• Leveraging Use/Requirements<br>• Contractor Selection Process and Criteria (must be licensed and insured) |

Note: Subrecipients are not allowed to use a security instrument on assisted properties/units for the MICH funding.

| | |
|---|---|
| **"Eligible Owners" for the MICH program (non-DPA)** | "Eligible Owners" must meet the following criteria (unless residing in a qualified census tract):<br>• Occupants (owner and/or tenant if applicable) must have experienced and attest to a Qualified Financial Hardship on or after March 3, 2021. The attestation must describe the nature of the financial hardship.<br>• Homeowner must currently own and occupy the property as their primary residence.<br>• Homeowner and/or Tenant households must meet the MICH Income Eligibility Requirements.<br>• Homeowners must provide verification of occupancy of the home for a minimum of twelve months from the date of the MICH application submission, or for non-owner-occupied units the landlord must provide proof of ownership for twelve months and provide a six-month occupancy history.<br>• All properties must be current in their taxes or be current in a repayment plan.<br>• All properties must be insured or provide written verification of insurability post-rehab.<br>• Rental properties must be occupied by tenants with a written lease stating that rent rates will not be increased post-rehab for a minimum of twelve months.<br>• For properties owned by a trust, a Certificate of Trust is required. This must confirm that the applicant is the trustee and has the requisite authority to approve participation in the MICH program. If the Certificate of Trust does not provide the appropriate verification, a Certificate of Trustee Authority will also be required. |
| **MICH Parameters** | • **Maximum Subrecipient Allocation** is within a funding range of $25,000 - $1,000,000. Awards will be made at MSHDA's discretion primarily determined based on regional distribution, community need, entity type/capacity, and submission information. Agencies should only request the amount of funding they can obligate and expend within the deadlines identified.<br>• **Minimum Subrecipient Allocation** = $25,000<br>Note: Multiple activities and/or areas can be combined to reach this minimum threshold. Proposals may include more than one area served by an agency; however, each area must realize a significant impact. Agency funding prioritization of areas must be provided if more than one is proposed. MSHDA reserves the right to select portions of proposals for funding based on availability and overall impact.<br><br>**Financial hardship caused by the coronavirus pandemic can be due to:**<br>• Decrease in household income<br>• Reduction in work hours<br>• Layoff<br>OR an increase of:<br>• Utility expenses<br>• Food expenses<br>• Childcare expenses<br>• Medical expenses |

MICHIGAN STATEWIDE HOUSING PLAN

# Housing Partnerships




| Partnership Name | Key |
|---|---|
| Western Upper Peninsula Housing Partnership | A |
| Central Upper Peninsula Housing Partnership | B |
| Eastern Upper Peninsula Housing Partnership | C |
| Northwest Housing Partnership | D |
| Northeast Housing Partnership | E |
| West Michigan Housing Partnership | F |
| East Central Michigan Housing Partnership | G |
| East Michigan Housing Partnership | H |
| South Central Housing Partnership | I |
| Southwest Housing Partnership | J |
| Southeast Housing Partnership | K |
| Oakland Housing Partnership | L |
| Macomb Housing Partnership | M |
| Wayne Housing Partnership *including Hamtramck and Highland Park* | N |
| Detroit Housing Partnership | O |

# HCDF MICH DEI Requirements

3/7/2023

| HCDF Diversity, Equity, and Inclusion Requirements | |
|---|---|
| **Fair Housing Plan and Training Component** | Subrecipient Agencies will need to adopt a fair housing plan as part of their program guidelines. In addition, HCDF program administrative staff and community partners will participate in one Fair Housing training approved by the MSHDA Office of Equity and Engagement within the first 60 days of working directly within an HCDF program and annually for the duration of the program. Approved trainings found on the MSHDA Fair Housing webpage include virtual and recorded trainings. |
| **Accessibility and Visit-Ability** | MSHDA encourages the building of more accessible and adaptable housing. Based on CDC data Michigan has a 26% disability rate among adults, meaning one out of every four adults in Michigan has a disability, with 12% being mobility, 5% hearing and 3% vision. The older adult population in the state is growing and so is the need to build housing designed to age in place. Investing in accessible and adaptable housing will address these demands and further equitable housing opportunities. Further details are outlined in the overview document below.<br><br>The HCDF funds are being used to assist marginalized groups in accessing affordable housing and services while combating housing inequities and lack of access to opportunities. Once a subrecipient agency is selected, as part of their program guidelines, they will need to identify the marginalized groups that will be served with these resources and inequities that will be addressed with the activities proposed in your submission.<br><br>It is imperative that stakeholders from diverse backgrounds (i.e., race, gender, ethnicity, disability status, geography, etc.), be informed and authentically represented in the distribution of funding. Once a subrecipient agency is selected, as part of their program guidelines, they will need to identify the explain specific engagement steps taken to inform area residents of the funding opportunity and that will be undertaken to ensure marginalized groups have access to this program.<br><br>Once a subrecipient agency is selected, as part of their program guidelines, they will need to identify the provisions will be in place to ensure ongoing data collection, stakeholder participation, and public feedback.<br><br>Once a subrecipient agency is selected, as part of their program guidelines, identification of the measures that will be used to determine program success (data indicators and benchmarks, anecdotal). A plan for ongoing evaluation measures that will be used to assess the level of diversity, inclusivity and quality of ongoing stakeholder engagement as well as a report process will also be included in the program guidelines. |

## HCDF DEI Requirements 03/7/2023

| | |
|---|---|
| **Affirmative Marketing** | All program materials must include the following:<br>• Fair Housing logo<br>• ADA Accessible logo<br>• Statewide Housing Plan Affirmative Statement:<br>Michigan State Housing Development Authority is committed to providing meaningful access.<br>For accommodations, modifications, translation, interpretation, or other services, please contact<br>***MSHDA-NHID-Research@michigan.gov*** |
| **Program Accessibility** | All program documents, trainings, webinars, and services must be ADA accessible and translation services must be provided and MSHDA can assist Subrecipients with translation and grant administrative funding can pay for this activity. Key program documents must (to the extent possible) be published in English, Spanish, and any other language/dialect based on local community needs. |

# MSHDA
# Residential Physical Accessibility Overview

When MSHDA talks about building accessibility, we use the Michigan Building Code, International Code Council, Fair Housing Act, and the Uniform Federal Accessibility Standard as the source for three levels of accessibility. The construction industry uses the terms Type A, Type B, and Type C units from the building code. The percentage of each unit that may be required by different programs and sources of funding is not included.
Physically Accessible Housing:
Both privately owned and publicly assisted housing, regardless of whether they are rental or for sale units, must meet the accessibility requirements.

## Type A Units:

Type A units are designed for those residents who require a wheelchair to move around in the apartment.

1. Type A units are sometimes called accessible units.
2. Some elements that are constructed for accessibility. For example: 32" clear-width doors with maneuvering clearances.
3. Designed and constructed to provide accessibility for wheelchair users throughout the unit.
4. Some elements that are constructed as adaptable, meaning that they are not built to be compliant at first occupancy but are provided with the infrastructure to be made accessible, later if needed. For example: kitchen wall cabinet height, roll-under sinks, lowered kitchen sink and countertops that can be rolled under.
5. Type A units are distributed throughout a development and disbursed by the number of bedrooms in a unit.

## Type B Units:

Dwelling units designed and constructed for accessibility in accordance with this code and provisions for Type B units in ICC A117.1, consistent with the design and construction requirements of the federal Fair Housing Act. Since there aren't legal guidelines to define Universal Design, we use the legally defined Type B or a Fair Housing unit.

1. Type B units are sometimes referred to as Fair Housing units because they are intended to be consistent with the Fair Housing Design Manual.
2. Are constructed to provide a minimal level of accessibility.
3. Less accessible than Accessible Unit or Type A unit.
4. Type B units are designed for life or aging in place, and they are usable by a person in a wheelchair.

## Type C Units: Visit-Ability

Type C or visitable units are intended for single family residences since Type A, and Type B units are for multifamily developments.

1. Applicable to Single-family homes and duplexes typically fall below any of the accessibility requirements.
2. The intent of the Type C is planning for persons to be able to age-in-place, like Type B units.
3. At least one zero-step entrance approached by an accessible route on a firm surface no steeper than 1:12, proceeding from a driveway or public sidewalk.
4. 32 inches or more of clear passage space through interior doors, including bathrooms.
5. At least a half bathroom on the main floor
6. Reinforcement in bathroom walls and showers for future grab bars
7. Accessible placement of electrical and heating controls
8. Use of lever door handles

## Rehabilitation Accessibility Retrofit Elements

- Wheelchair Ramp retrofit no steeper than 1:12, made of non-decay material, preferably to the side door or back entry. Paint ramp color to match the home siding, porch deck/railings or foundation. Install camouflage plantings to blend the ramp into property aesthetics. NOTE: Avoid large directional ramps at the front of the home if possible.
- Zero-step entry at the front, side or back using Type C Units Visit-Ability standards utilizing well-designed ramp alternatives and techniques.
- Use of lever door handles on the interior.
- When remodeling a bathroom, kitchen, or other applicable areas such as hallways, entries etc., use the guidance provided within this document for Type C Units, Visit-Ability.

## ***Eligible Accessibility Improvement Activities for MICH***

- Handrails
- Grab Bars
- Lower Closet Rods
- Barrier-free Showers/Tubs
- Lowering of Kitchen Cabinets
- ADA Counter Tops
- ADA Toilets and Vanities
- Levered Door Handles
- Toggle Light Switches
- Ramps, front, side, back or garage
- Zero-Step Entries
- Self-closing Mechanisms
- Widened Doorways & Offset Hinges
- Universal Design Floor Coverings (not allowed as a standalone activity)
- Updating of Dated and Dangerous Wiring to Be Able to Accommodate Medical Equipment Needs
- Indoor/Outdoor Stairlifts
- Modifying Rooms to Create First-Floor Bedrooms, Kitchens, Bathrooms, Laundry rooms and/or Utility rooms.
- Increasing Turn Around Radii and Bathroom Size to Accommodate Wheelchairs
- Van Accessible Parking
- Motion Lights
- Vision or Hearing Aids – permanent household fixtures only

Exhibit A

**HCDF-SLFRF PROGRAM TARGET**

**HCDF funding must be used for the following targeted populations as follows:**

| BUCKET 1 – 30% of Fund | BUCKET 2 – 25% of Fund | BUCKET 3 | BUCKET 4 |
|---|---|---|---|
| Not less than 30% must be for projects targeted to extremely low income (at or below 30% of the AMI for its county and size of household based on data published by HUD) and include at a minimum developing housing for the homeless, supportive housing, transitional housing, and permanent housing. | Not less than 25% must be for rental housing projects that are for a **disproportionately impacted population** but do NOT qualify as persons with mental or physical disability and persons living in an eligible distressed area. | Portion of fund must be used for housing for persons that are either:<br>(1) **disproportionately impacted population** with a mental or physical disability, OR<br>(2) **disproportionately impacted population** living in an eligible distressed area. | Fund must be used for **disproportionately impacted population.** |

**Disproportionately impacted population** are any of the following populations:

(1) Low-income households and communities with an income at or below 185% of the Federal Poverty Guidelines (FPG) for the size and household or income at or below 40% of the AMI for its county and size of household based on data published by HUD.

(2) Households residing in Qualified Census Tracts (QCTs) and qualifying income at or below 60% AMI or a project located in a downtown or adjacent neighborhood with at least 20% of the rental or housing units set aside for at or below 60% AMI households.

(3) Households that would qualify for any of the following federal benefits and qualifying income at or below 60% AMI or a project located in a downtown or adjacent neighborhood with **at least 20% of the rental or housing units set aside for at or below 60% AMI households:**

- **Temporary Assistance for Needy Families (TANF)**
- **Supplemental Nutrition Assistance Program (SNAP)**
- **Free and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs**
- **Medicare Part D Low-income Subsidies**
- Supplemental Security Income (SSI)
- **Head Start and/or Early Head Start**
- Special Supplemental Nutrition Program for Women
- Infants, and Children (WIC), Section 8 Vouchers
- **Low-income Home Energy Assistance Program (LIHEAP)**
- Pell Grants

(4) Households that receive services provided by Tribal governments and qualifying income at or below 60% AMI or a project located in a downtown or adjacent neighborhood with at least 20% of the rental or housing units set aside for at or below 60% AMI households.

# MICH HCDF GRANT AGREEMENT

## PROJECT BUDGET

## EXHIBIT B

| Eligible Component Types | Proposed HCDF Activity | Requested Authority HCDF Program Funds |
|---|---|---|
| **Component A** (90% Minimum) | **Down Payment Assistance** | |
| | | $800,000 |
| **Component B** (10% Maximum) | **Administrative Dollars** | $80,000 |
| | **Total HCDF Requested Amount** | $880,000 |
| | | |
| | | |
| | | |
| | | |

## MICH HCDF GRANT AGREEMENT

## HOUSEHOLD INCOME SELF-CERTIFICATION FORM

## EXHIBIT C

- The actual form will need to be generated post grant award as part of the program guidelines document. A commitment statement is attached for signature (Refer to document #1).
- The Pandemic Hardship Self-Attestation will be required for eligibility determinations (Refer to document #2 for required certification language).
- Household income will be restricted based on the attached Reservation Memorandum (see attached).

# MICH HCDF GRANT AGREEMENT
# AUTHORIZATION TO RELEASE INFORMATION
# EXHIBIT D

Document #1

MSHDA
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

## Program Guidelines Commitment

We agree that, prior to applicant selection, the program guidelines need to be fully signed and uploaded into the IGX system.

| _____ | _____ | _____ |
|---|---|---|
| Authorized Signer – Printed Name | Signature | Date |

**Document #2**

o I FURTHER CERTIFY THAT I AM ABLE TO DOCUMENT MY ANNUAL INCOME WITH PAYSTUBS, OR OTHER REQUIRED EVIDENCE AND HAVE PROVIDED THE SUPPORTING DOCUMENTATION ALONG WITH THIS FORM.

o In addition, I further certify that I am able to provide applicable Pandemic Hardship Self-Attestation that began on or after March 3, 2021.

The financial hardship caused by the coronavirus pandemic was a (select all that apply):

o Decrease in household income
o Reduction in work hours
o Layoff
o Other _____(Limit Characters to 40)

and/or

The financial hardship caused by the coronavirus pandemic was an increase of (select all that apply):

o Utility Expenses
o Food Expenses
o Childcare Expenses
o Medical Expenses
o Other _____(Limit Characters to 40)

I CERTIFY ALL THE INFORMATION ON THIS APPLICATION AND ALL INFORMATION PROVIDED IN SUPPORT OF THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY BELIEF AND KNOWLEDGE. I UNDERSTAND THAT THE GRANTEE WILL REVIEW THIS REQUEST AND DETERMINE IF IT IS IN COMPLIANCE WITH THE PROGRAMS POLICIES, NHID REGULATIONS AND PRIORITIES, AND THE HOPE PROGRAM REQUIREMENTS. IF THIS APPLICATION IS APPROVED, I WILL CARE FOR AND MAINTAIN THE PROPERTY.

PRINTED NAME SIGNATURE OF OWNER (APPLICANT): DATE:

_____ _____

PRINTED NAME AND SIGNATURE OF OCCUPANT - Head of Household: DATE:

_____ _____

PRINTED NAME AND SIGNATURE OF AGENCY OFFICIAL: DATE:

_____ _____

# MICH

**MSHDA Investing in Community Housing (MICH) Reservation Memorandum**

Subrecipient: City of Jackson

Total MICH Award Amount: $880,000 Leveraged Funds: $_____

Leveraged Funds Source(s): _____

Total Project Funds: $800,000

Total Administrative Dollars (Max 10% of MSHDA Component Funding): $80,000

1. **Funding Reserved:**

Component(s) Reserved (check boxes for all that apply):

☐ **A. Down Payment Assistance (NHID-DPA)** $N/A Restricted to Type B3 and C1.

☐ **B. Small-Scale Home Accessibility/Visit-ability Retrofitting Enhancements (SHARE)**

TYPE B1: HOMEOWNER (occupied) $_____ TYPE B2: RENTAL (occupied) $_____

TYPE B3: HOMEOWNER (vacant structure – acquisition/rehab for sale, and DPA in QCT only) - $65,000 per unit

$_____

**TOTAL COMPONENT B AWARD:** $_____

**# OF TOTAL UNITS BEING REHABBED:** _____ **# OF TOTAL UNITS MSHDA FUNDED:** _____

☑ **C. New Infill Construction Encouragement (NICE) Program**

TYPE C1: NON-RENTAL STANDALONE SINGLE-FAMILY UNITS $_____

Associated MSHDA Mod project grant number: _____

TYPE C2: RENTAL UNITS $_____ Associated SHRP pilot project name: _____

TYPE C3: NEW CONSTRUCTION SINGLE-FAMILY $800,000

QCT Area Confirmed, visitability and accessibility requirement stated ☑ Yes ☐ No

- **If no, an attachment with this information is required.**

**# OF TOTAL UNITS BEING CONSTRUCTED:** 8 **# OF TOTAL UNITS MSHDA FUNDED:** 4

**# VISITABLE:** 2 **# ACCESSIBLE:** 2

**TOTAL MSHDA COMPONENT(S) FUNDING RESERVATION:** $800,000

**TOTAL MSHDA ADMINISTRATION FUNDING RESERVATION:** $80,000

*MSHDA Administration funding request maximum amount cannot exceed 10% of the MSHDA Component Funding requested amount. All administration is reimbursed based on documented and itemized program planning and administration.*

2. **Component B Only:** ☐ Applicable ☐ Not Applicable

Accessibility activities are required, cannot exceed $25,000 per household, and will consist of:

_____

_____

In addition to accessibility, the following energy-efficient activities can be undertaken. Funding for these activities cannot exceed $25,000 per household. Priority selection of activities 1-8 will be stated within the program guidelines.

1. Roof
2. Storm Doors/Exterior Doors
3. Windows
4. Insulation
5. Modification for modernization/Efficiency purposes or replacement of heating (furnaces or boilers)/cooling (full home only)/ventilation systems and water heater upgrades including on-demand retrofitting.
6. Functioning and up to date exterior security lighting
7. Appliance upgrades to energy start rating, i.e., stove, refrigerator.
8. Electrical upgrades or replacement – wiring of home (partial or full).

*Total funding per property cannot exceed $50,000. This includes up to $25,000 for accessibility activities and up to $25,000 for additional activities, as described above.*

3. MICH assisted activities will be open to program qualified (households that have experienced a pandemic hardship) owner-occupied homes ***and*** non- owner-occupied single-family homes and multi-family properties consisting of a maximum of three total units within our target area(s) are allowable property types. Priority selection will be stated within program guidelines.

**Recipients identified which Tier of Eligibility they will be targeting funding below to access funding:**

☑ **Tier 1:** 100 **%** **Location:** Jackson ☑ **Confirmed**

Property must be located in a Qualified Census Tract (refer to link for QCT specific areas https://www.huduser.gov/portal/sadda/sadda_qct.html - no additional income verification and/or pandemic hardship documentation is required. To be eligible for funding an assisted property must be located within a qualified census tract area and 1) sold/rented to a maximum of 60% area median income household OR 2) the households being assisted and/or purchasing the property must be receiving or qualifying for a federal benefit (refer to Exhibit A, #3 for the bulleted list).

☐ **Tier 2:** _____ **%**

Property must be occupied by a household at or below 185% FPG.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 21828 | 32227 | 40626 | 49025 | 57424 | 65823 | 74222 | 82621 |

4. **Regional Areas Served (refer to map):**

| | | | | |
|---|---|---|---|---|
| ☐ A | ☐ D | ☐ G | ☐ J | ☐ M |
| ☐ B | ☐ E | ☐ H | ☑ K | ☐ N |
| ☐ C | ☐ F | ☐ I | ☐ L | ☐ O |

5. **List boundaries within above selected region(s) that will be served, as appropriate:**

North end of Cooper Street, a main north/south corridor into the City from I-94.This portion of Copper Street is the eastern border to Census Tract 2 & Western Border to the Census Tract 69, both of which

are Qualified Census Tracts and located in Ward 3. 300 block of West Mason ST and West Wilkins St.

6. **Regional Areas are** ☐ rural ☑ urban

7. **Counties Served:**
Jackson

8. **An Annual Profile Review (APR), grant agreement, and program guidelines approved by MSHDA are required prior to a notice to proceed (refer to template).**

Tonya L. Joy
**MSHDA Approval Signature**

~~6/27/23~~ 7/10/2023 tlj
**Date**

***As a MSHDA Investing in Community Housing (MICH) Subrecipient, my organization accepts the funding reservation and agrees to the terms outlined in this form.***

| Jonathan Greene, City Manager | | 6/27/23 |
|---|---|---|
| **Authorized Signer – Printed Name** | **Authorized Signer – Signature** | **Date** |

STATE OF MICHIGAN

GRETCHEN WHITMER
GOVERNOR

MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY
LANSING

AMY HOVEY
EXECUTIVE DIRECTOR

June 22, 2023

Dear MICH Applicant,

We have made the initial funding determinations for Phase One of the MSHDA Investing in Community Housing (MICH) Program. Based on our initial review of your submission, further information is needed prior to formal reservation of funding. Congratulations on making it through the first evaluation portion of this extremely competitive funding process. For MICH Phase One, we received 88 proposals for over $55 Million. Based on funding availability, we have selected up to 29 recipients which equates to approximately 1/3 of the submissions moving forward for funding consideration in an amount of $11.5 Million. Please note that not all activities and/or funding amount requests are being granted in their entirety as cuts were made to multiple submissions and not all component requests were approved.

***Inadvertently, a non-negotiable eligibility funding requirement for combined HCDF and SLFRF funding was left out of the initial application process and must be added to the program's parameters. For full transparency of the rules and regulations attached to the funding source we have attached a copy of the HCDF-SLFRF Program funding, and the MICH funding is being authorized out of Bucket 4. This additional requirement will impact eligibility restrictions of all assisted households and proposed projects originally anticipated to be fully qualified within a QCT area(s). To be eligible for funding an assisted property must be located within a qualified census tract area and 1) sold/rented to a maximum of 60% area median income household OR 2) the households being assisted and/or purchasing the property must be receiving or qualifying for a federal benefit (refer to Exhibit A, #3). Please notify our office immediately at MSHDA-NHID-Research@michigan.gov if this change will prohibit your proposal from moving forward and you will no longer be able to utilize MICH funding for your proposed project(s).***

Attached is a draft funding reservation memorandum for you to complete. Please fill in all blanks either with specific information or a zero or not applicable – no blanks should be left unaddressed and provide all supporting documents.

If you have identified the activities to be undertaken in a Qualified Census Tract area then you need to do the following: #1) If Type C3: New Construction Single-Family and the specific site location is determined - then provide a screenshot at the site https://www.huduser.gov/portal/sadda/sadda_qct.html and under QCT Area Confirmed select Yes based on the screenshot provided. #3 – Tier 1 should be selected, and the location defined, and the confirmed box checked: #5 – should reflect the boundaries/site location. Identified previously Tier 1 item #3 for additional language added.

NOTE – Newly constructed units are required to be a minimum of 50% accessible and 50% visitable rounded up – no ½ units allowed. Therefore, if you have 3 units one must be accessible and 1 must be visitable with the other one either visitable or accessible - identify this on #1 broken into both # Visitable and # Accessible.

If you have selected new construction as a component activity, additional information is being requested to fully determine the project scope. Please complete this information and submit the draft memorandum and supporting documents. Note that given the household eligibility parameters outlined above, there will be a requirement for a covenant that runs with the land to ensure affordability.

Please complete the attached document and return to the MSHDA-NHID-Research@michigan.gov mailbox no later than June 30th. We will then review each response and create a final reservation memorandum.

Please note that all reservations at this time are tentative and contingent upon approval of the information provided and are subject to applicable program rules and regulations. Note: all information provided within the application is being substituted for this document and the application itself in its entirety is no longer valid and is subject to modifications based on the award determination.

**Please Provide the Following for Component C Only:**

**Executive Summary:** A narrative description of the project which includes type of project; leverage funding sources and/or local financial support, bedroom mix; local, federal, or state subsidies.

The 4 principle homes will be 100% constructed with MSHDA MICH grant funds. The 4 matching homes will be constructed and sold with subsidies from ARPA, MSHDA, and other potential sources. Homes will be have 2-3 bedrooms and 1.5 bathrooms.

**Scope of Work:** Submit a detailed description of the planned scope of work including sidewalks, landscaping, garages or outbuildings, façade drawing and floorplans. Include a visual layout of the various buildings on the proposed site(s); include names of local streets in or near the site(s).

All floor-plans and site-plans will be made available once bids are received from builders. Specific locations will also be ready at that time.

**Trade Payment Breakdown:** Trade Payment Breakdown (See Attachment B) detailing the projected construction costs by trade line item, sources and uses.

We will begin the bidding process to select builders in late summer/early fall. A complete trade breakdown/budget will be provided at that time.

**Construction Schedule:** Submit a detailed month-by-month schedule of the construction period (See Attachment A).

We will begin the bidding process to select builders in late summer/early fall. A complete construction schedule will be provided at that time.

**Site Control:** Documentation signed by all applicable parties, in the form of a warranty deed, exclusive option to purchase, which evidences the ability to maintain site control. Documentation must clearly identify the location of the property (i.e., property address, full legal description or plat map identifying street names) and clearly identify the property.

All homes for this grant award (4), and the homes constructed with matching funds (4) will be constructed on City-owned build-able residential lots. Specific lot locations within the previously-mentioned blocks have yet to be determined.

**Zoning Documents:** Documentation from the appropriate local municipality on official letterhead, identifying the address of the project, the property's current zoning designation and an explanation of if the project is permitted under the zoning ordinance. If the project is not currently properly zoned, what, if any, steps are in process to obtain proper zoning for the proposed development.

All homes will be constructed on lots already zoned R-1. In addition, all homes will be constructed on City-owned lots and, as such, zoning and/or City permissions are not applicable.

**Single Family Environmental Study:** Phase I ESA or Phase 2 if applicable performed by an Environmental Professional. Non-scope" items such as FEMA floodplain evaluation and wetland identification.

Environmental and section 106 reviews will be conducted as needed, once specific sites are selected.

**FYI - Proposed Housing Concept Design and Visit-Ability Demographics**

**At minimum, 50% of any grant award/project shall meet type C or visitable units.** Type C units are applicable to newly built single-family homes and duplexes. The intent of the type C is planning for persons with mobility impairments to visit the home and/or occupants to age-in-place.

The following 6 items are required for all NHID single family new construction projects.

1. At least one zero-step entrance approached by an accessible route on a firm surface no steeper than 1:12, proceeding from a driveway or public sidewalk.
2. 32 inches or more of clear passage space through interior doors, including bathrooms.
3. At least a half bathroom on the main floor.
4. Reinforcement in bathroom walls and showers for future grab bars.
5. Accessible placement of electrical and heating controls.
6. Use of lever door handles.

| Signature | Printed Name | Date |
|---|---|---|
| | JONATHAN GREENE | 6/27/23 |

**MICH-Attachment A**

# New Construction Single-Family Housing Development Budget

**Project Name:**

**Developer:**

**Address:**

We will begin the builder bidding process in the coming months and, as such, a specific cannot be prepared at this time. We will provide this document as soon as possible.

**Number of Units_____ MICH_____ NON-MICH_____ VISITABLE_____ Accessible_____**

## Uses

### Construction Costs:

| | |
|---|---|
| **Modular Unit-base unit, taxes & delivery** | |
| General Contractor (profit, overhead, gen conditions) **Stick or Panelized** | |
| Construction Contingency 10% | |
| Construction Period Interest | |
| Site Work- Excavation & Infrastructure | |
| Building Concrete- walls, floors and sidewalks | |
| Roofing & Siding | |
| Carpentry | |
| Insulation | |
| Doors/Windows & Hardware | |
| Drywall, Painting | |
| Electrical | |
| HVAC | |
| Flooring | |
| Accessory Buildings- garage or shed | |
| Plumbing & Domestic Hot Water | |
| Appliances, Garbage Disposal | |
| Water Well and Septic or Municipality Distribution | |
| Building Permit, License & Tap & Other Fees | |
| Architect and Engineering Costs (A&E) | |
| Environmental: (Site-Specific Review) Phase 1 | |
| Environmental Review (Federal) | |
| Property Survey | |
| Legal Fees | |
| Loan Commitment Fee | |
| Title Search & Title Insurance and Recording Costs | |
| Pre-Post Appraisal | |
| Builder's Risk and/or Casualty Insurance | |
| Construction Loan Interest & Taxes | |
| ***Total Construction:*** | $ - |

## Sources

| | |
|---|---|
| MSHDA-MICH | |
| Owner/Investor Equity | |
| Bank | |
| Local Community Investment | |
| Other | |
| Other | |
| Other | |
| ***Total Development Sources:*** | $ - |
| ***Development Gap- Sources/Uses*** | $ - |

NOTE: The total development sources/uses must match reservation memo total project cost.
The sales price may not exceed $224,500 per unit

## AUTHORIZATION TO RELEASE INFORMATION

**To Michigan State Housing Development Authority ("Agency"):**

I, the individual listed below as the Head of Household, along with any below listed household member(s) am/are an applicant(s) or participant(s) in the Housing and Community Development Fund ("HCDF") Down Payment Assistance Program ("MICH"). The HCDF MICH is federally funded through the United States Department of the Treasury's American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund ("ARP-SLFRF") and is administered by the Michigan State Housing Development Authority ("Authority") which awarded grant funds to _____ ("Agency") to expand access to affordable and attainable housing for populations or regions disproportionately impacted by the Coronavirus Disease 2019 ("COVID-19") pandemic, including down payment assistance. In order to be eligible for down payment assistance under the HCDF MICH, my household's income information is collected along with other information in my/our program file including my/our address, household size, household member names, and photographs. I/we hereby provide consent to the Authority and the Agency for the release of this program file information for marketing and program reporting purposes. This consent does not extend to such information being otherwise disclosed or released outside of the Authority or the Agency, except as permitted or required by law. The Authority and the Agency will protect the program file information in accordance with any applicable State privacy law.

Signatures: Date:

_____ _____
Head of Household

_____ _____
Spouse

_____ _____
Other Family Member/Occupant over age 18

_____ _____
Other Family Member/Occupant over age 18

_____ _____
Other Family Member/Occupant over age 18

_____ _____
Other Family Member/Occupant over age 18

# MICH HCDF GRANT AGREEMENT

## QUARTERLY REPORTING TIMELINE

## EXHIBIT E

The Housing and Community Development Fund ("HCDF") Program is federally funded through the United States Department of the Treasury ("Treasury"). Treasury requires the Authority to submit Quarterly Project and Expenditure Reports to Treasury by the last day of the month following the end of the period covered. Table 3 summarizes Treasury's quarterly reporting timelines. In order for the Authority to meet Treasury's reporting timelines, the Authority requires the Grantee to complete financial, performance, and compliance reporting as required by Treasury within fourteen (14) days following the end of each quarter. All funds under this agreement must be expended by April 30, 2026. A final closeout expenditure and performance report must be submitted by May 30, 2026. Any unspent funds must be returned to the Authority by May 30, 2026.

**Table 3: Quarterly Project and Expenditure Report Timeline**

| Report | Year | Quarter | Period Covered | Authority's Due Date | Treasury's Due Date |
|---|---|---|---|---|---|
| 1 | 2023 | 2 | June 1 – June 30 | July 14, 2023 | July 31, 2023 |
| 2 | 2023 | 3 | July 1 – September 30 | October 14, 2023 | October 31, 2023 |
| 3 | 2023 | 4 | October 1 – December 31 | January 14, 2024 | January 31, 2024 |
| 4 | 2024 | 1 | January 1 – March 31 | April 14, 2024 | April 30, 2024 |
| 5 | 2024 | 2 | April 1 – June 30 | July 14, 2024 | July 31, 2024 |
| 6 | 2024 | 3 | July 1 – September 30 | October 14, 2024 | October 31, 2024 |
| 7 | 2024 | 4 | October 1 – December 31 | January 14, 2025 | January 31, 2025 |
| 8 | 2025 | 1 | January 1 – March 31 | April 14, 2025 | April 30, 2025 |
| 9 | 2025 | 2 | April 1 – June 30 | July 14, 2025 | July 31, 2025 |
| 10 | 2025 | 3 | July 1 – September 30 | October 14, 2025 | October 31, 2025 |
| 11 | 2025 | 4 | October 1 – December 31 | January 14, 2026 | January 31, 2026 |
| 12 | 2026 | 1 | January 1 – March 31 | April 14, 2026 | April 30, 2026 |
| 13 | 2026 | 2 | April 1 – April 30 | May 14, 2026 | July 31, 2026 |

# MICH HCDF GRANT AGREEMENT
# PERFORMANCE MONITORING REPORT
# EXHIBIT F

Exhibit F

MSHDA
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

## MICH Quarterly Report

Subrecipient: _____

**Instructions For Tables:** Provide all expenditures incurred between _____ and _____. Select N/A if applicable.

| | ADMINSTRATIVE COSTS ☐N/A |
|---|---|
| **Submitted in IGX** | $ |
| **NOT Submitted in IGX** | $ |
| **Total** | $ |

| | PROJECT COSTS ☐N/A | |
|---|---|---|
| | **Obligated** | **Expended** |
| **Submitted in IGX** | $ | $ |
| **NOT Submitted in IGX** | $ | $ |
| **Total** | $ | $ |

Agency Official – Printed Name | Agency Official – Signature | Date

# Final Outcome Report

## Final Outcome Report

| Grant Number | Grant Begin Date | Grant End Date |
|---|---|---|
| Grantee | | |
| Contact | Phone | Email Address |

Project Results Summary

What indicators were used to measure results?

How were the indicators measured?

What were the findings of the measurements including baseline data?

What Lessons Were Learned?

Leveraged Funds Summary

**Amount** *$*
**Funding Source**

Brief Description including what the leveraged funds were used for.

## Photos (If applicable)

Upload before and after photos of projects/units undertaken with this grant

Instructions:

Rename photo files with grant#, component/activity and Before or After (I.e., Grant#, Improvement, Before)
One document should be uploaded with the before and after photo from all projects/units in one document.

## Surveys

- MICH Household Survey
- MICH Grantee Participation Engagement Survey

# MICH HCDF GRANT AGREEMENT
# FINANCIAL MONITORING REPORT
# EXHIBIT G

FAIN #: SLFRP0127 CFDA#:21.027
Assistance Listing Number (ALN): FRF6529
Grantee Name: City of Jackson

MICH HCDF Grant #: ARP-2023-274-MIC
Unique Entity Identifier #: U5EKBJE6C263
Total Grant Amount: $880,000

MSHDA
MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY

## MICH ☐Program Administration Report ☐Activity Delivery Cost

**Note:** For Activity Delivery Costs, billing documentation is required per the MICH Handbook specifications. Invoices and/or supporting documents must be attached for all expenses except Administration. Indirect cost rate billing falls under the Activity Delivery Cost checkbox.

Subrecipient: _____ Grant#_____

Employee Name: _____

Title: _____ Report Period:_____

| Date | Task Description (use one line per expense/invoice) | Hours/Expense | Hourly Pay Rate /Invoice Amount | Total |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Total** | | | | |

If you are the Authorized Official and/or the Authorized Signer, signatures are not required below. If you are the Employee and the Approving Supervisor, only one signature and date is required. When the same signature is applicable to both lines, the signature and date should be on the Employee lines, and "same" should be written on the Approving Signature lines. Electronic signatures are acceptable.

_____ _____
Employee Signature Date

_____ _____
Approving Supervisor Signature Date

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**

**735 East Michigan Avenue, PO Box 30044**
**Lansing, MI 48909**

**CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF DIRECTORS AND MEMBERS OF**

**Organization Name:**_____

**Grant #:**_____

**Organization #:**_____

On this _____ day of _____, _____, there has been presented to this meeting of the Board of Directors of this Corporation a proposal to accept from the **MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY,** a public body corporate and politic of the State of Michigan (the "Authority"), the sum of which shall be evidenced and controlled by a Grant Agreement with the Authority, duly executed by this Corporation.

**IT IS RESOLVED,** by the Board of Directors of _____, (the "Corporation") that the Board of Directors of the Corporation be and they are authorized to accept said funds on behalf of the Corporation.

**IT IS FURTHER RESOLVED,** by the Board of Directors of the Corporation, the _____ and _____, or any one of them individually if they are authorized on behalf of the Corporation at any time after adoption of this Resolution and without further action by or at the time after adoption of this Resolution and without further action by or authority or direction from the Board of Directors or Members of the Corporation to accept from the Authority the sum of and to execute and deliver to the Authority in such form as may be required by the Authority, the Grant Agreement governing the terms of said funds, future extensions, if any, of said funds, and such other documents as may be required by the Authority.

**IT IS FURTHER RESOLVED THAT THE** Authority be and it is authorized to rely on the continuing force and effect of this Resolution until receipt by the Executive Director of the Authority at its principal office of notice in writing from the Corporation of any amendments or alterations to this Resolution.

ATTEST:

_____ _____

Title Secretary

_____ _____

Printed Name Printed Name

_____

Title

_____

Printed Name

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**
**735 East Michigan Avenue, PO Box 30044**
**Lansing, MI 48909**

**GRANT CLOSING**

CERTIFICATE AS TO OFFICERS OF CORPORATION, INCUMBENCY,
ARTICLES OF INCORPORATION, GOOD STANDING, BY-LAWS AND NON-LITIGATION

I, _____ certify that I am the duly elected, qualified and acting Secretary of _____, a Michigan nonprofit corporation (the "Corporation"), that the Articles of Incorporation submitted to the Michigan State Housing Development Authority (the "Authority") on _____ are a true and correct copy of the Articles of Incorporation of the Corporation as amended through the date hereof and that such Articles of Incorporation remain in full force and effect as of the date hereof.

I further certify that the Certificate of Good Standing and Certified Articles of Incorporation as to the Corporation delivered herewith remain in full force and effect as of the date hereof and that the Corporation is in good standing and is duly qualified and authorized to do business in the State of Michigan.

I further certify that the document submitted to the Authority on _____, consisting of _____ page(s) is a true and correct copy of the By-Laws of the Corporation, including all amendments thereto through the date hereof and that such By-Laws remain in full force and effect as of the date thereof.

I further certify that the following are duly elected, qualified and acting officers of the Corporation as of the date hereof.

| OFFICE | NAME | SIGNATURE |
|---|---|---|
| President | | |
| Vice President | | |
| Treasurer | | |
| Secretary | | |
| Executive Director | | |
| | | |
| | | |

I further certify that _____ or _____ are authorized to execute on behalf of the Corporation a Grant Agreement and any and all related and incidental documents in connection with a funding award.

I further certify that no litigation of any nature is now pending or threatened either in State or Federal courts in any manner affecting or questioning the power or authority of the Corporation to receive funding from the Michigan State Housing Development Authority and to execute a Grant Agreement and any and all related and incidental documents in connection therewith; and that neither the corporate existence of the Corporation nor the title of the aforesaid present officers of the Corporation to their respective offices is being contested.

The undersigned hereby acknowledges (individually and on behalf of the Corporation), that any false statement or representation made herein (or in any other related document), made with the intent of fraudulently obtaining a grant from the Authority, or securing participation in any program financed by the Authority, constitutes a felony (if the amount obtained exceeds $100.00), punishable by fine imprisonment pursuant to Section 47 of Michigan Public Act No. 346 of 1966, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand and the corporate seal of the Corporation this _____ day of _____, _____.

_____
Secretary

**MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**
**NEIGHBORHOOD HOUSING INITIATIVES DIVISION**

**AUTHORIZED SIGNATURE**
**DESIGNATION FORM**

**As the highest elected official of _____, I designate the following individual(s) as Authorized Signer(s) for Grant #:_____to sign the associated Grant Agreement, submit FSR payment requests and Grant Amendments, if applicable, for the aforementioned grant.**

**Date:** _____

_____
**Authorized Signer Signature**
**Printed Name:**
**Title:**

**Date:** _____

_____
**Authorized Signer Signature**
**Printed Name:**
**Title:**

**APPROVED BY HIGHEST ELECTED OFFICIAL:**

**Date:** _____

_____
**Authorized Official Signature**
**Printed Name:**
**Title:**

MSHDA

# MI-HOPE

## IGX System Guide-Grantees

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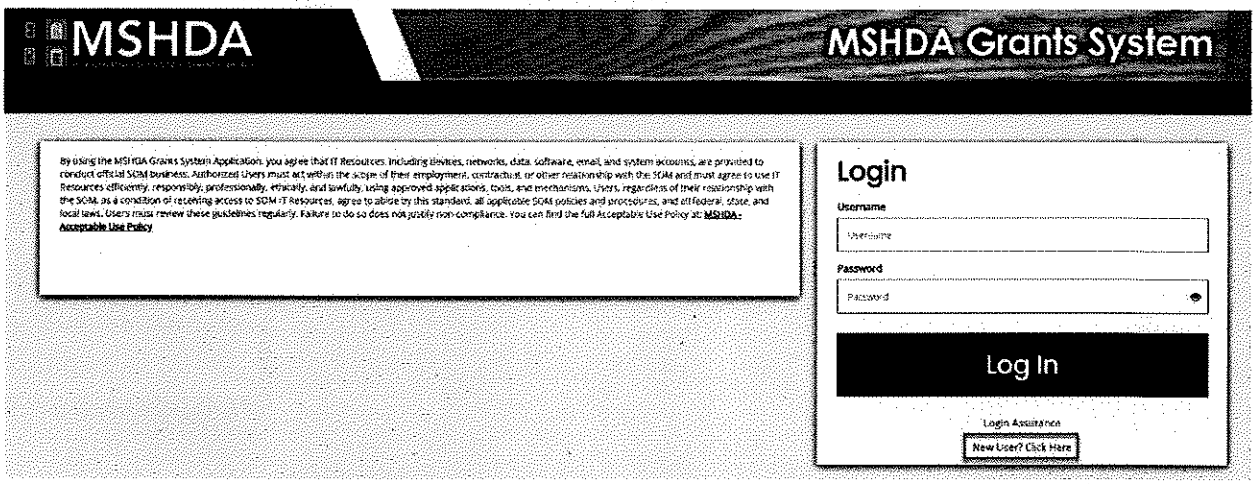
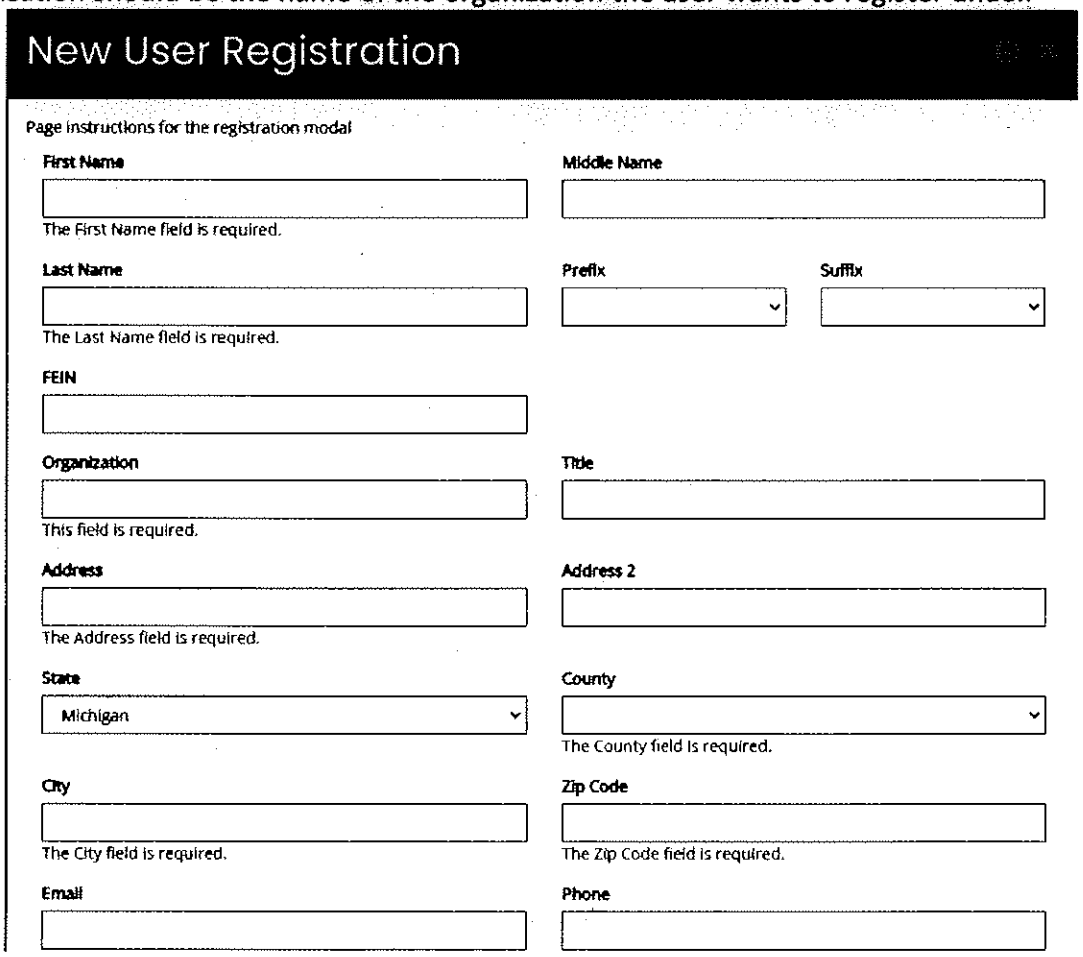
The MI-HOPE grant is managed using the MSHDA Grants System in IGX.

# Creating a New Agency/Authorized Official

To create a User Profile for an Authorized Official or to register a new agency, click New User? Click Here at the bottom of the login screen, outlined here in red. This should only be filled out by Authorized Officials. Other Users are created using the Grantee System Access Form under My Opportunities.




Complete the New User Registration form. The fields shown here in red are required.
The organization should be the name of the organization the user wants to register under.



New agencies will need to create a New Agency and an Authorized Official. To do that, Select New Agency and New Agency Authorized Official from the Request Type Drop Down box.
The Authorized Official will need to select New Agency Authorized Official from the Request Type drop down box. The System type links back to the type of grants you will apply for. The options are Homeless Assistance Links Online or (HALO), Neighborhood Housing Initiatives Division or (NHID), and Housing Education Program or (HEP).

**Phone 2**

**Fax**

**Cell Phone**

**Website**

**Username**

The Username field is required.

**Password**

The Password field is required.

**Verify Password**

The Verify Password field is required.

**Description of user/access being requested**

This field is required.

**Request Type**

**System Type**

This field is required.

**Existing Org Number**

**Agency Type**

This field is required.

**Faith Based**

**Beginning Month of FY**

**UEI Number**

**Are you the Authorized Official?**

This field is required.

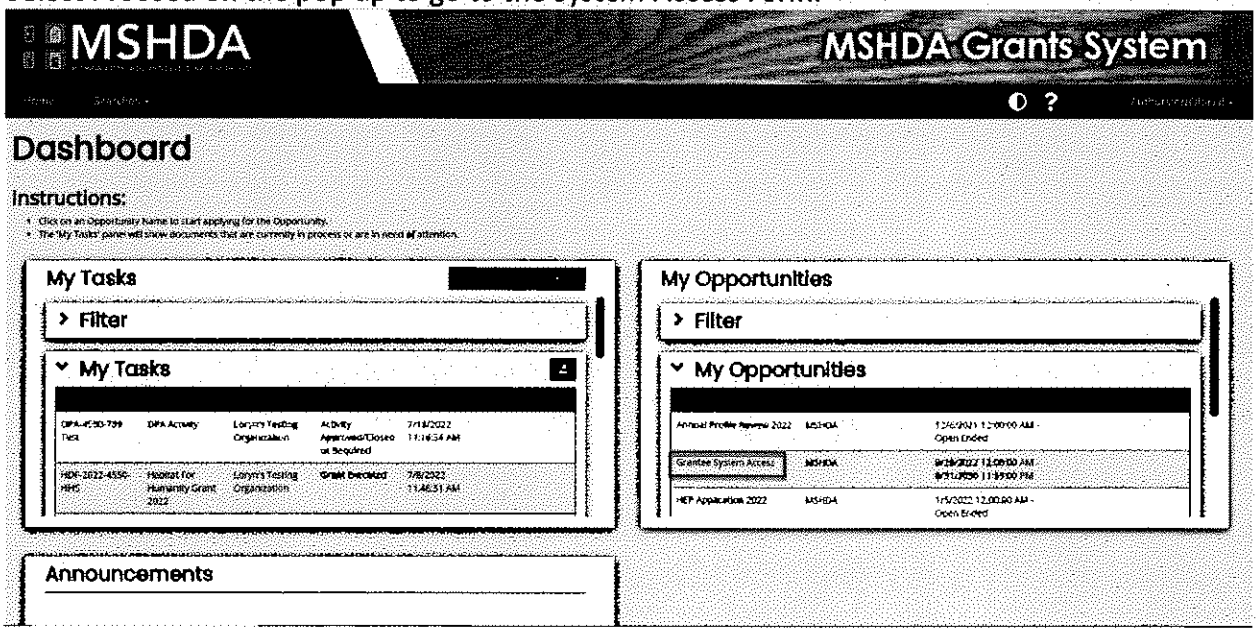
**Effective Date**

This field is required.

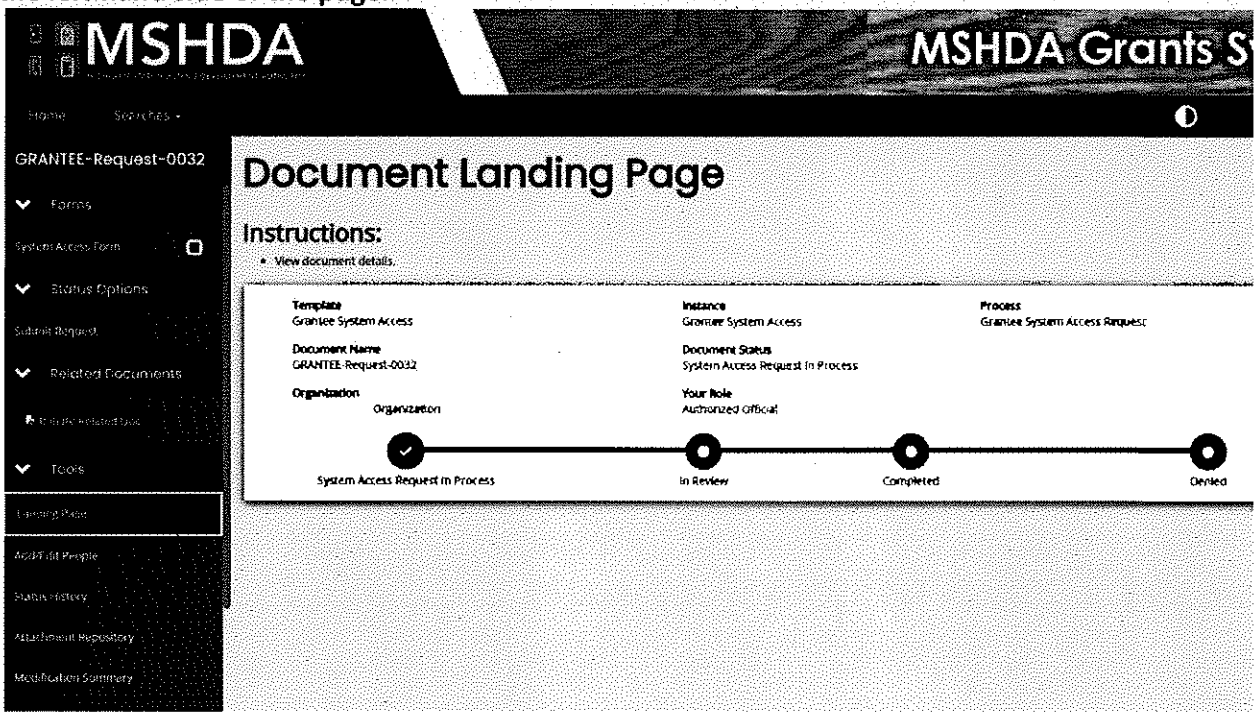
The UEI is the Unique Entity Identifier obtained by agencies from SAM.gov. The effective date is the date the profile should start. When the New User Registration Form is complete, click Register.

## System Access

To request a User Profile for another employee the Authorized Official will submit a Grantee System Access form, this will normally take 1-2 days to process. To get to the System Access Form, the Authorized Official will log into the system and select Grantee System Access under My Opportunities. Select Proceed on the pop up to go to the System Access Form.




That will take you to the Grantee System Access Form Landing Page. Click on the System Access Form on the left-hand side of the page.



This will take you to the System Access Form where you will need to select the type of request. You have 7 options for the Request type drop down which will change the rest of the form.

**New User:** submits a request to add a new user to the system.

**Modify User Profile or System Role:** submits a request to make changes to a current user.

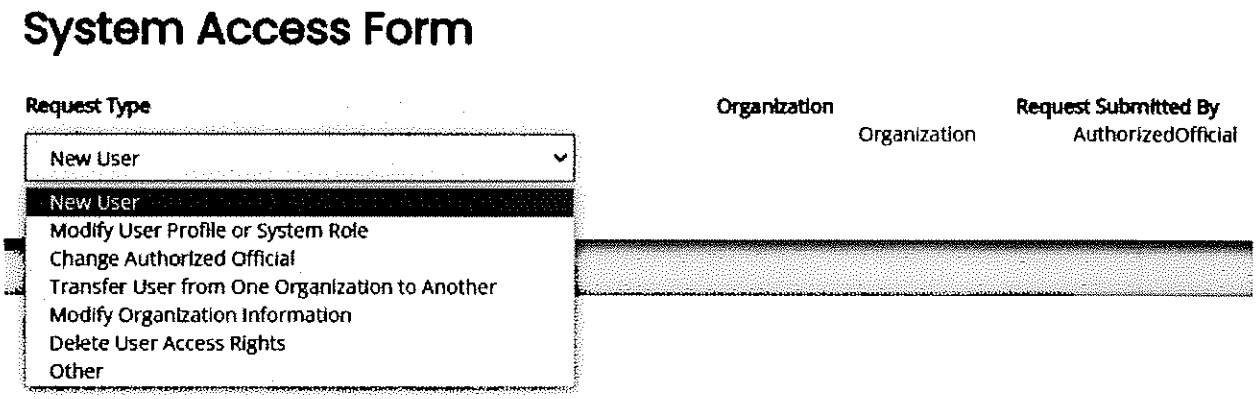
**Change Authorized Official:** submits a request to deactivate the current Authorized Official or add an additional one.

**Transfer User from One Organization to Another:** this will request to move a user to a new organization.

**Modify Organization Information:** submits a request to update or change the Organization Information.

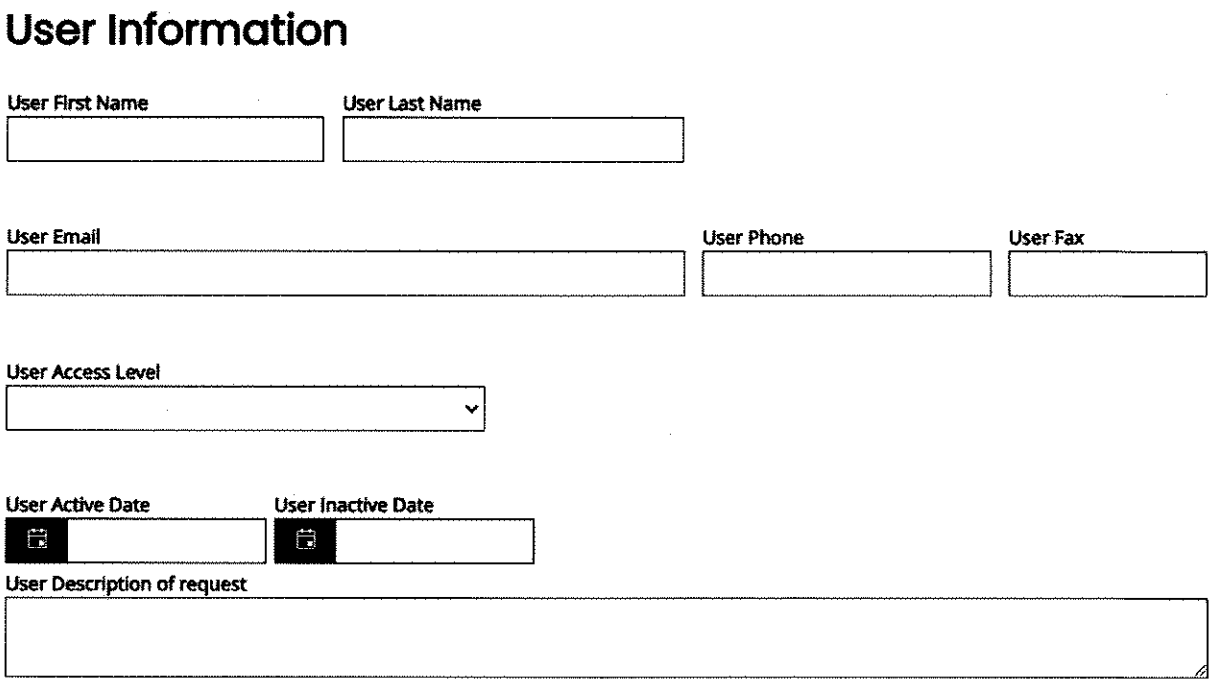
**Delete User Access Rights:** submits a request to make a user inactive.

**Other:** if the other options do not apply for your request, submit a request describing in detail what you are trying to accomplish.



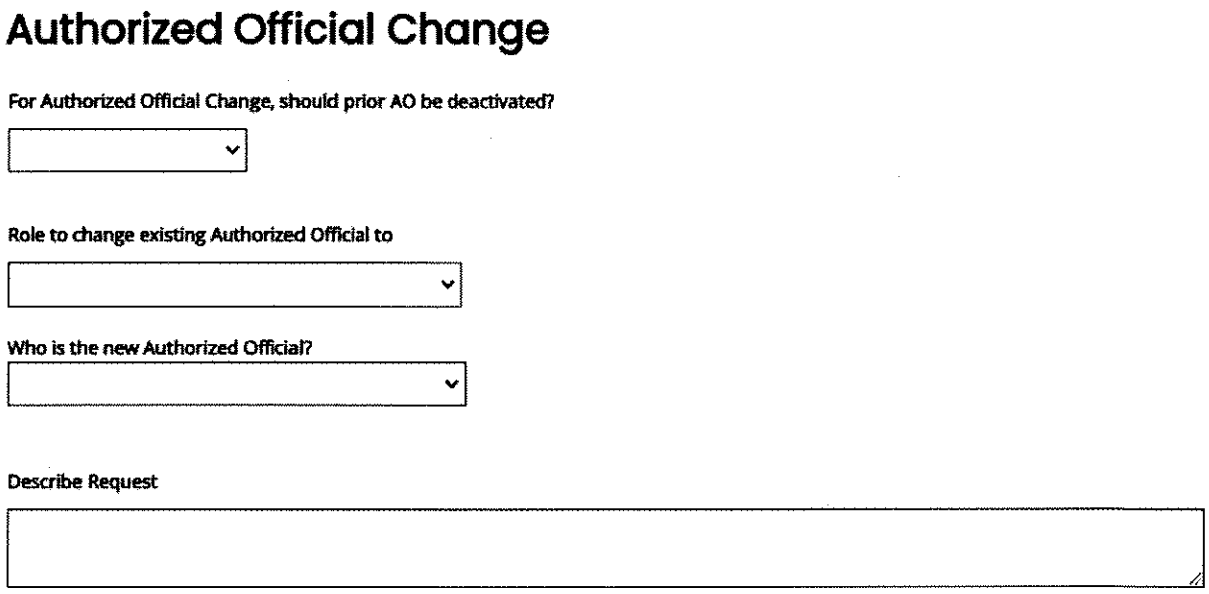
## New Users, Modify User Profiles, or Delete User Access Rights

If you select New User, Modify User Profile or System Role, or Delete User Access Rights in the Request Type drop-down you will see the User Information section. For the User Access Level drop box, you will need to choose from Agency Administrator and Agency Viewer. An agency can have more than one of either role. The Agency Administrator can complete many of the forms within the IGX system though they may not be able to submit them. The Agency Viewer can see many of the forms, but they will not have the ability to save changes or submit. The User Inactive date is only required if you selected Delete User Access Rights. Give the reason you need to make the change in the User Description of Request.



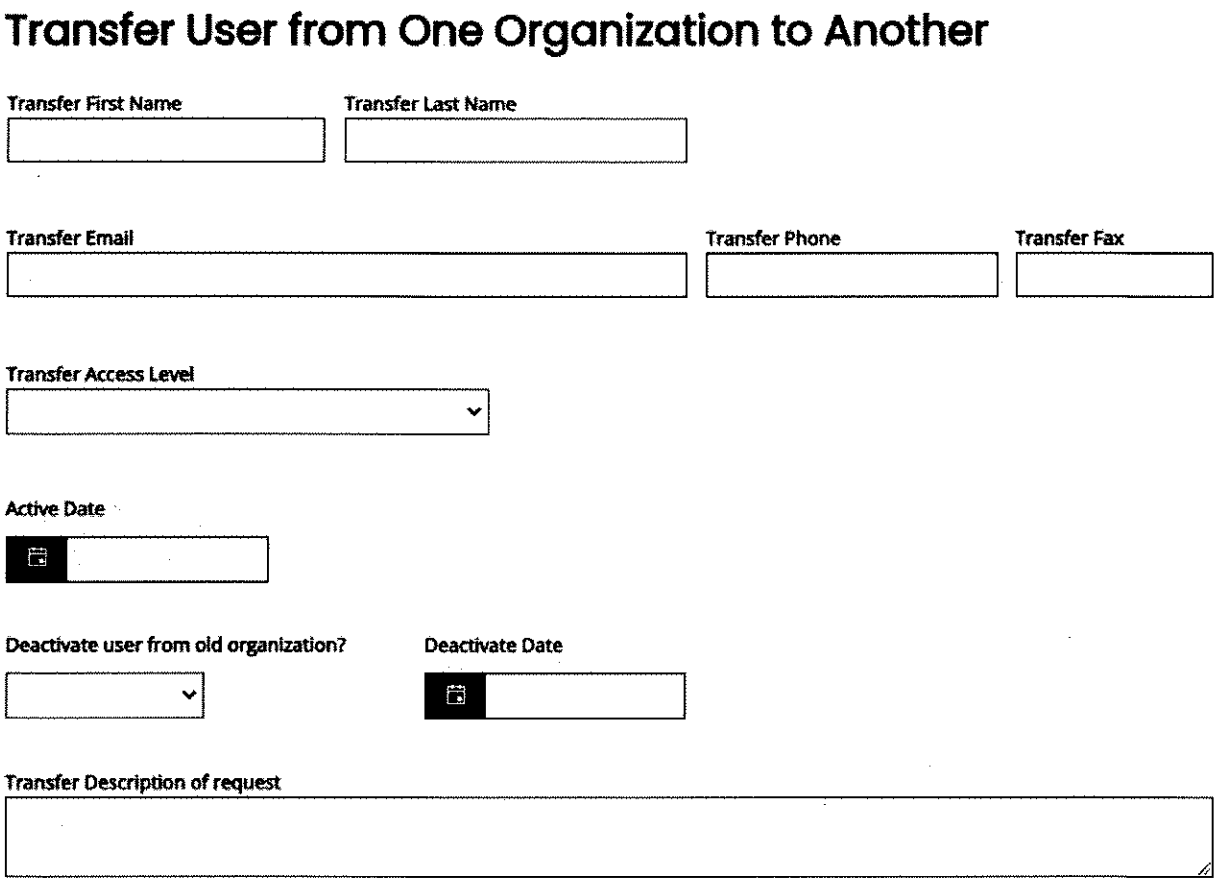
## Authorized Official Change

If you select Change Authorized Official in the Request Type drop-down you will see the Authorized Official Change section. Choose whether the prior Authorized Official should be deactivated. If the user has left the agency they should be deactivated. If the prior Authorized Official will not be deactivated choose a new role to put them in. They can be either an Agency Administrator or an Agency Viewer. Choose who should be listed as the new Authorized Official from the drop-down list of your agency's current users. Give the reason you need to make the change under Describe Request.



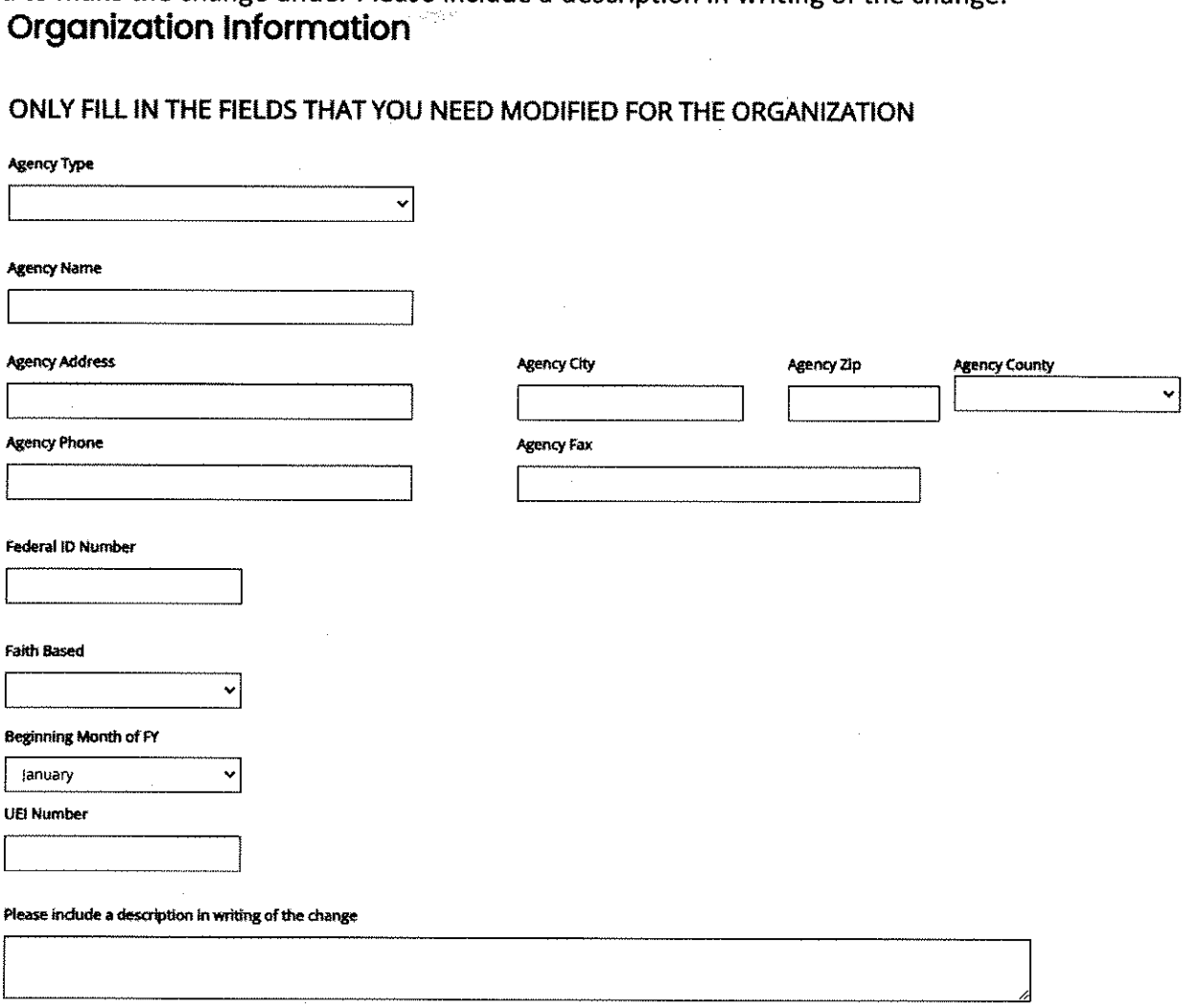
## Transfer User from One Organization to Another

If you select Transfer User from One Organization to Another in the Request Type drop-down you will see the Transfer User from One Organization to Another section. Fill out the User information for the user you want to transfer. Select the Access level you want the user to have at your agency. They can be either an Agency Administrator or an Agency Viewer. Choose an active date and whether the user should be deactivated from the old organization. If they should be deactivated, you will need to choose the deactivation date. Give the reason you need to make the change under Transfer Description of Request.



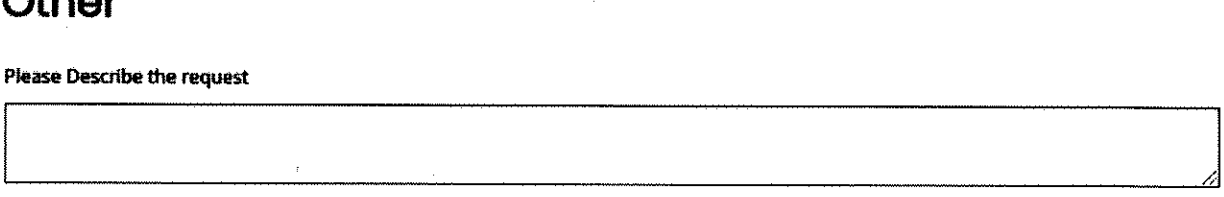
## Modify Organization Information

If you select Modify Organization Information in the Request Type drop-down you will see the Organization Information section. For this section you will only enter information into the fields that need to be changed. For instance, if the Agency's name changed but everything else is the same, you only need to enter the agency's new name under Agency Name. You will need to give the reason you need to make the change under Please include a description in writing of the change.

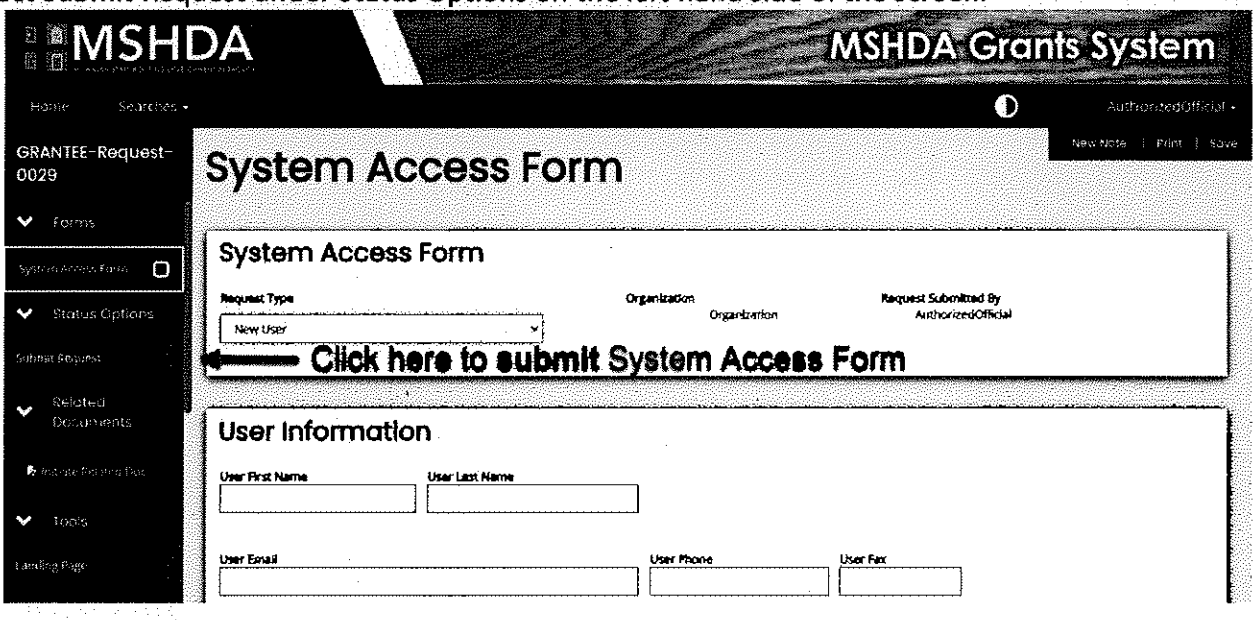



## Other Changes

If you select Other in the Request Type drop-down you will see the Other section. Please describe the request in the narrative box.



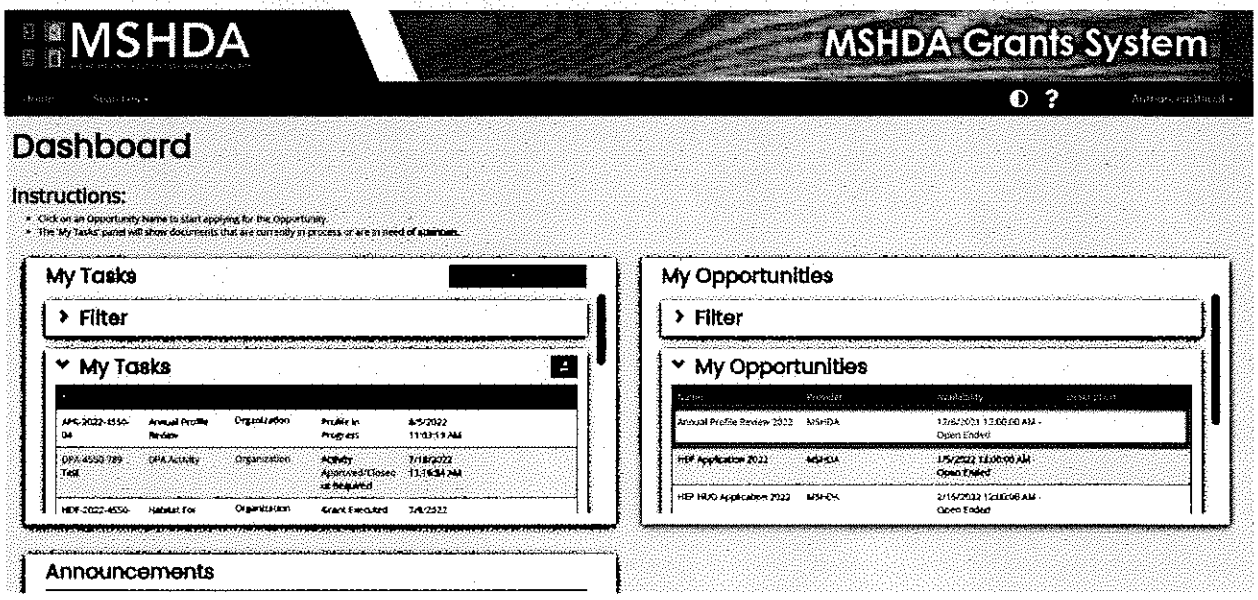
Once the System Access Form has been completed with no errors, the Authorized Official can submit. Select Submit Request under Status Options on the left-hand side of the screen.




## Annual Profile Review

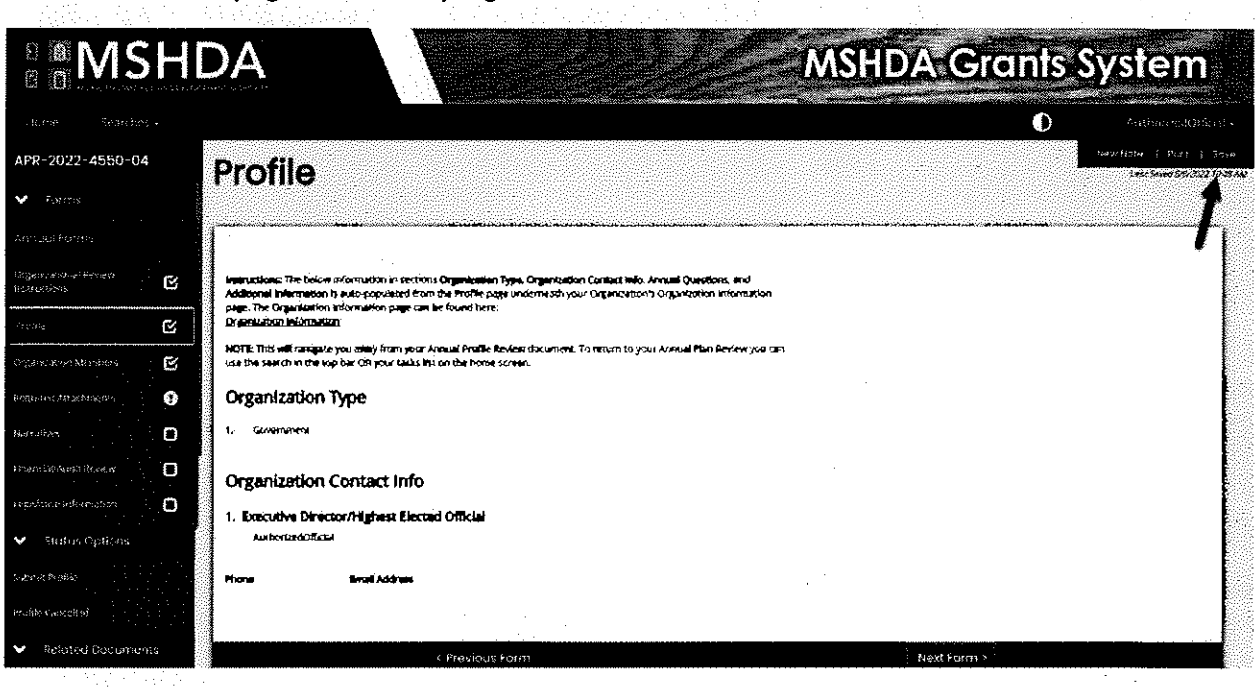
### Initiating the Annual Profile Review

The Authorized Official will log into the IGX system. This will take you to the Dashboard where you will be able to click on the Annual Profile Review under My Opportunities.



## Navigating Within the Annual Profile Review

This will show you to the Annual Profile Review. The menu on the left-hand side of the screen includes the forms that need to be completed to submit the Annual Profile Review to MSHDA for review. You can move around within the Annual Profile Review using this menu. The forms with check marks have been completed, the exclamation mark means they have errors, and the empty squares mean they have not been saved. Each form also has Previous Form and/or Next Form buttons at the bottom. The save button for each page is in the top right-hand corner.

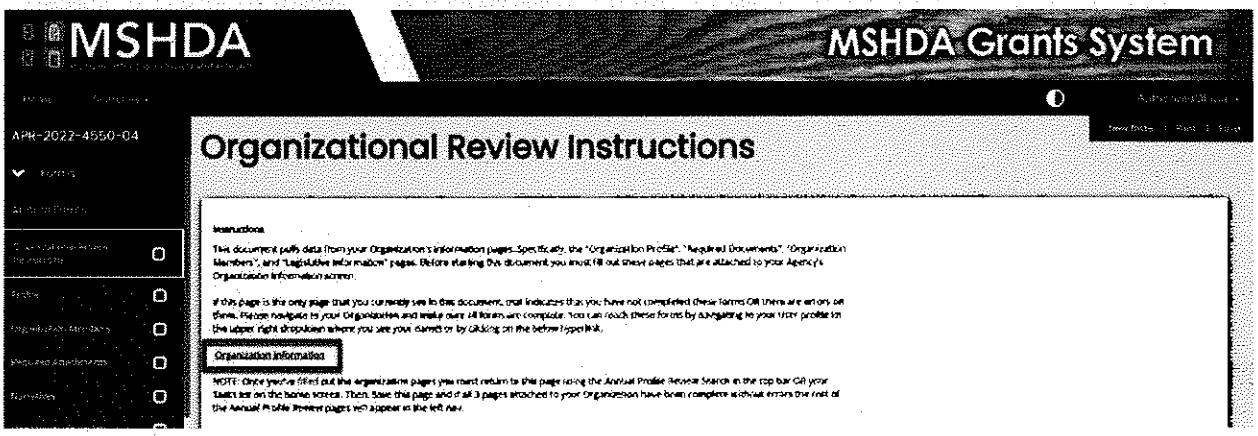


## How to Complete the Annual Profile Review

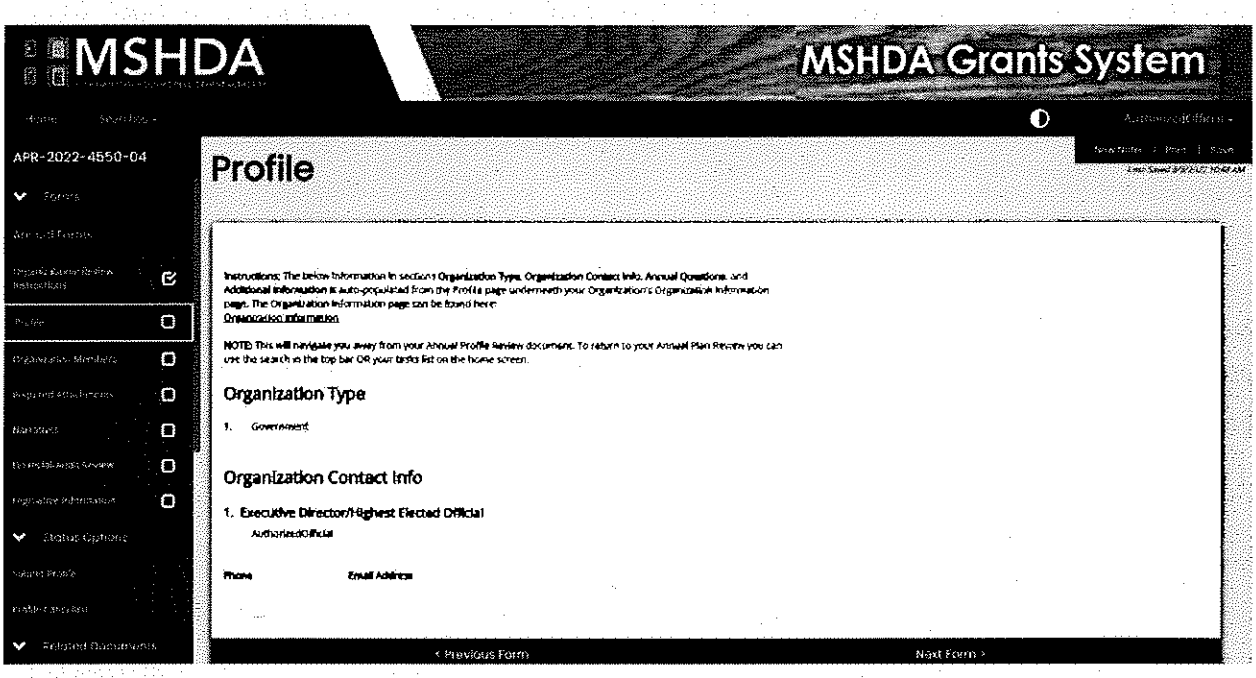
This document pulls data from your Organization's Information pages. Specifically, the "Organization Profile", "Required Documents", "Organization Members", and "Legislative Information" pages. Before starting this document, you must save these pages within your Organization's Information Pages.

If the only page you can see in your Annual Profile Review is the Organizational Review Instructions, that indicates that you have not completed these forms OR there are errors on them. Please navigate to your Organization and make sure all forms are complete. You can reach these forms by navigating to your User profile (in the upper right dropdown where you see your name) or by clicking on the below hyperlink on the Organizational Review Instructions within the Annual Profile Review.

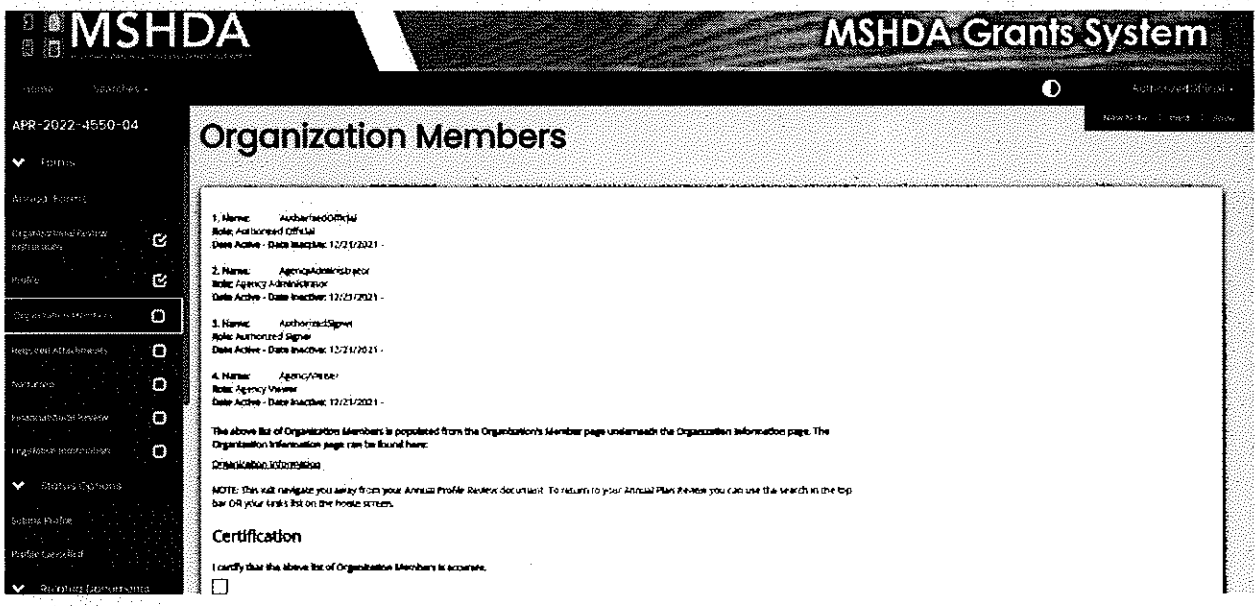
NOTE: Once you've filled out the organization pages you must return to the Annual Profile Review using the Annual Profile Review Search in the top bar OR your Tasks list on the home screen. Then, Save this page and if all 3 pages attached to your Organization have been completed without errors, the rest of the Annual Profile Review pages will appear in the left-hand menu.



The Profile form auto-populates from the Organizations Information page. Check to see if any changes need to be made to either section. If something needs to be changed you can click on the Organization Information link under the first paragraph. If both sections are correct, you can continue scrolling to the Annual Questions.

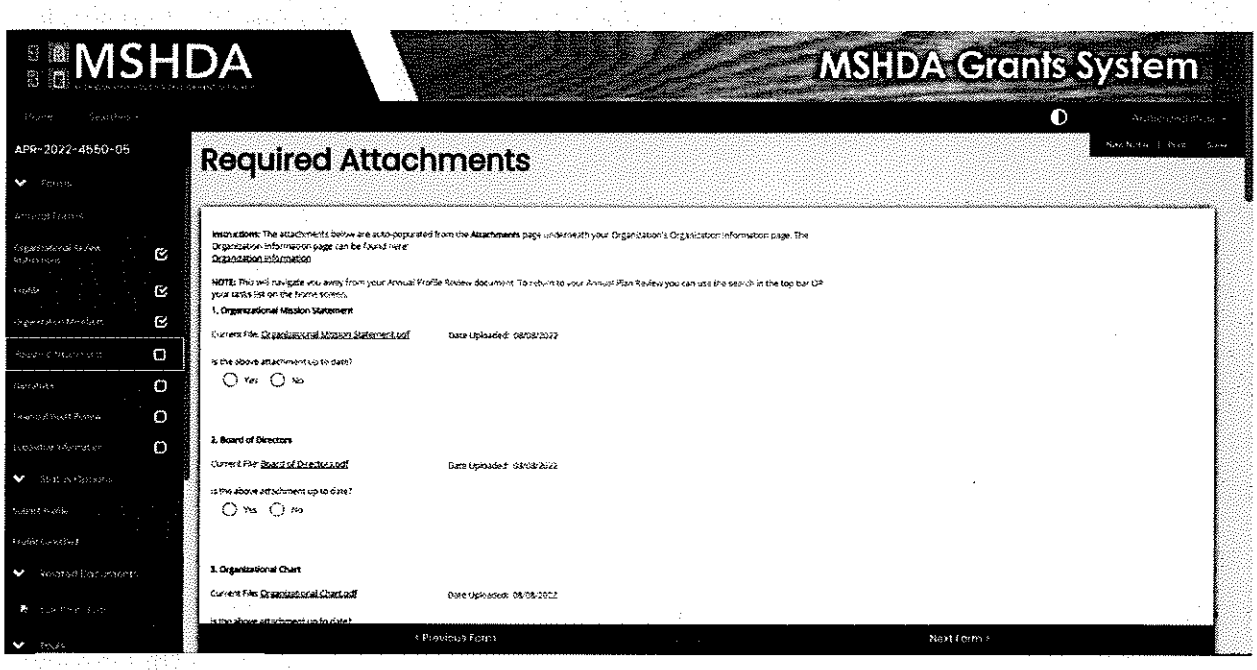



The Organization Members page lists the members of your organization who are listed as active in the system. Check to ensure that this list is correct. Go to the Organizational Information page to update the list if changes need to be made. When the list is correct, check the box certifying that the list of Organization Members is accurate.

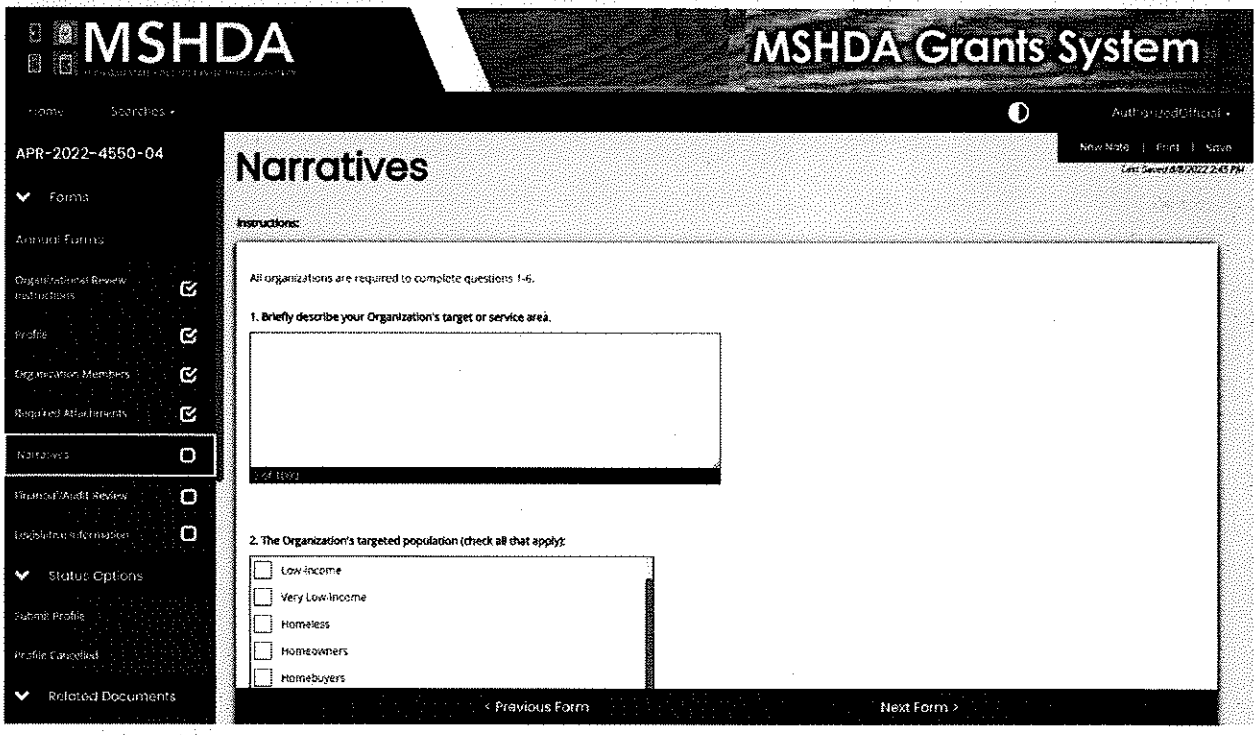



The attachments on the Required Attachments form are auto populated from the Attachments page within your Organization Information page.

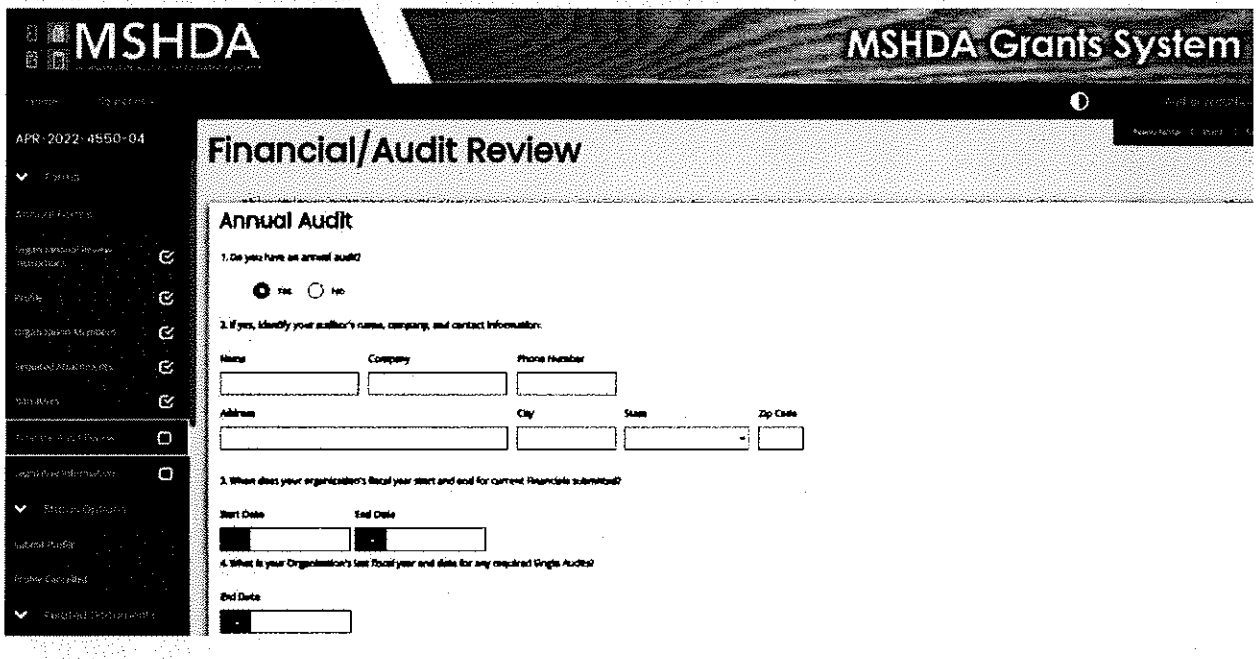
Check to make sure that each attachment is up to date. If the attachment is up to date, select yes. If the attachment is not up to date, you will need to go to the Organizational Information page to upload the new file.



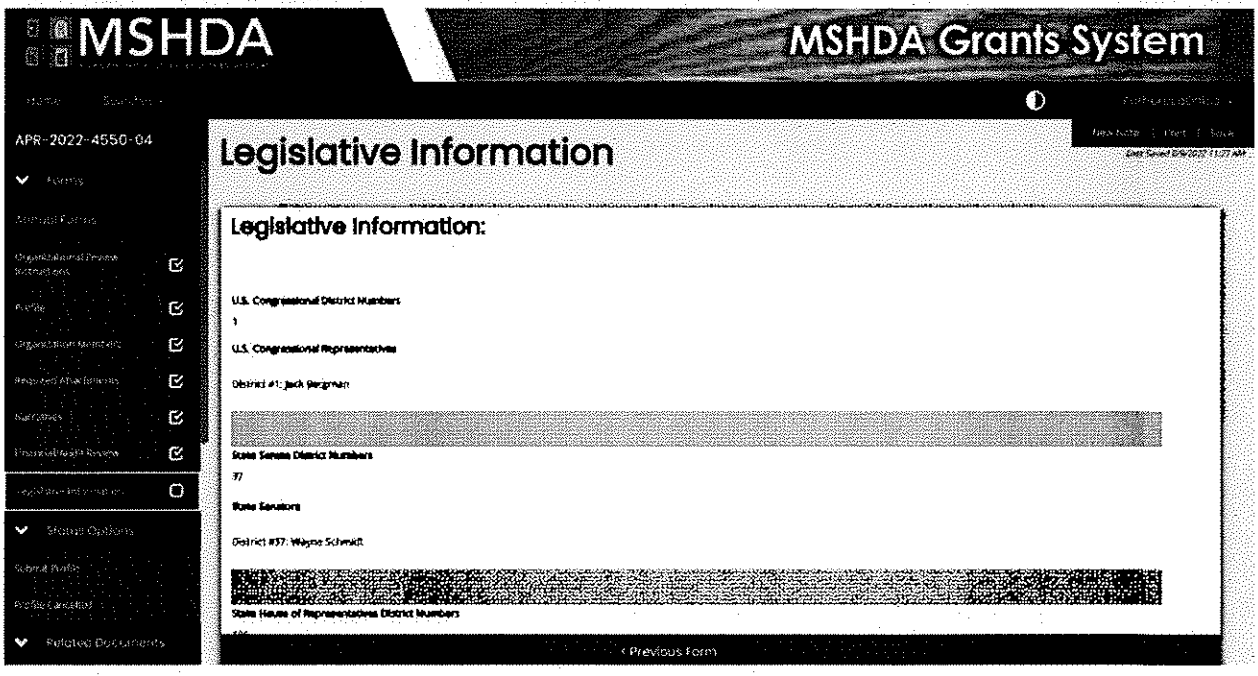

The Narrative form asks questions about the organization including your target population, service area, staffing, and local services.



The Financial Information form asks about annual audits, auditors, annual financial statements, single audits, and the organizations budget.

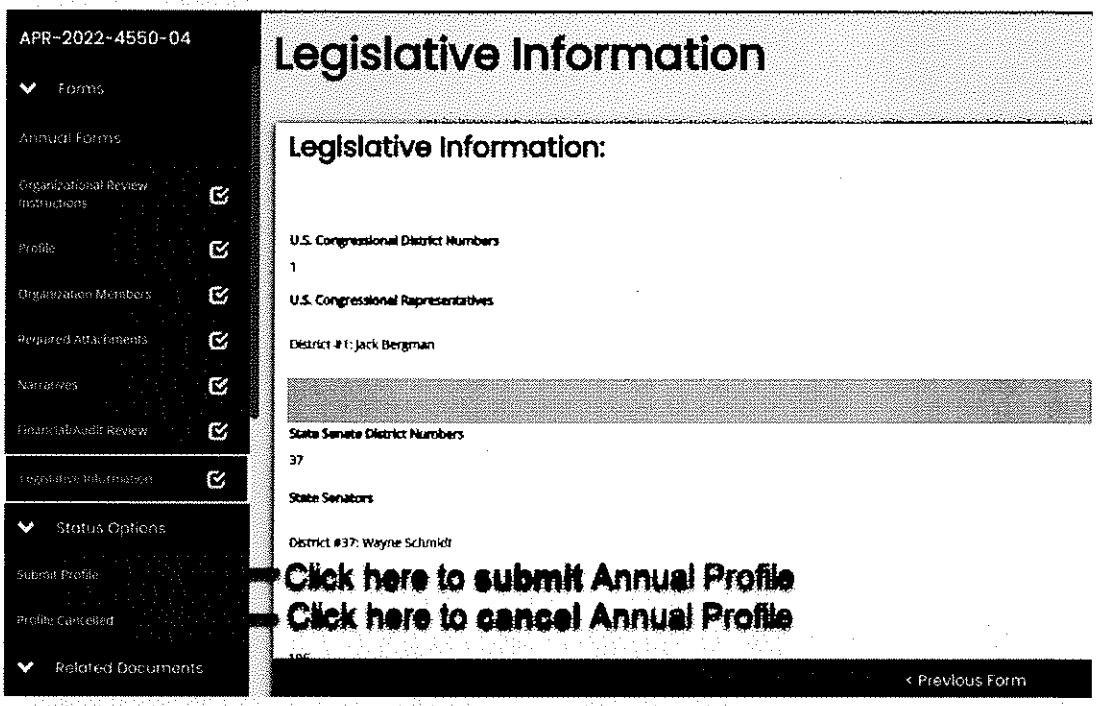



The Legislative Information form is auto filled from the Organizational Information page. Check to ensure that the US Congressional Districts, State Senate Districts, and State House of Representative Districts for your organization are correct. Certify that the data is up to date and accurate at the bottom of the page, then save.



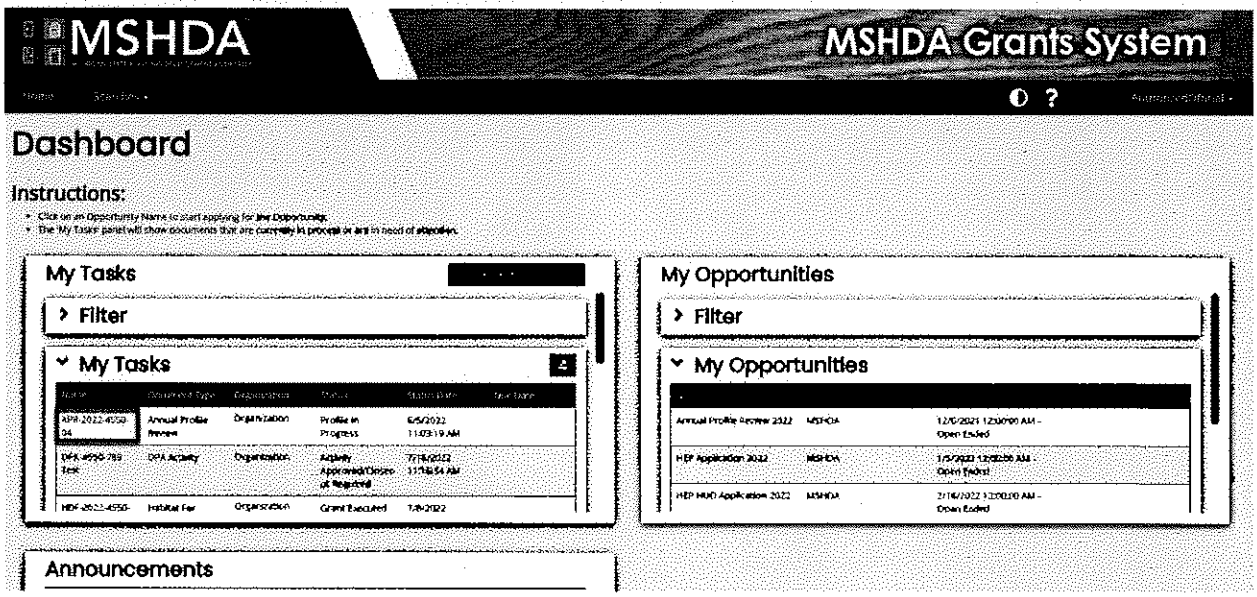
## Submitting the Annual Profile Review

Once the entire profile has been completed with no errors, the Authorized Official can submit the profile. The Annual Profile Review can be submitted from any form within the Annual Profile Review. Select Submit Profile under Status Options on the left-hand side of the screen. The Annual Profile will be reviewed by MSHDA for organizational and financial capacity, if problems are identified the Annual Profile will be returned for modifications.




## Accessing the Annual Profile Review

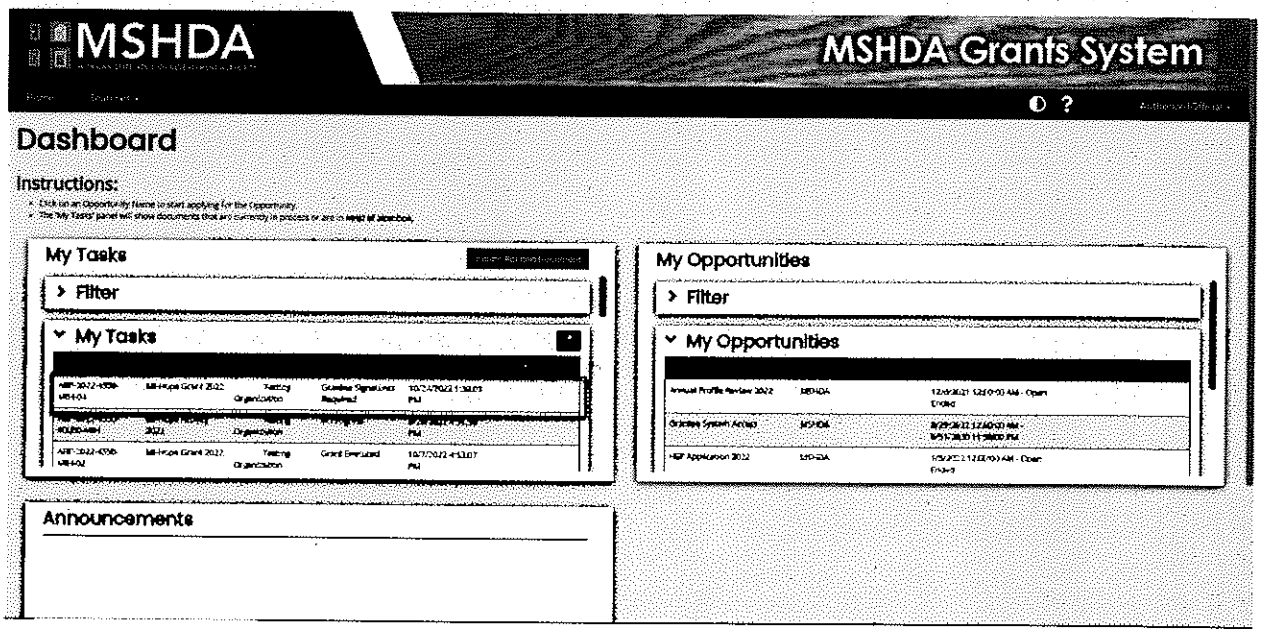
If you need to return to the Annual Profile Review after leaving, scroll through My Tasks on the IGX home screen. Select the document link on the left-hand side.



# Signing the Grant Contract

## Grantee Signatures Required

The Authorized Official will log into the IGX system and go to the grant that needs to be signed. Once the grant is ready to be signed, it will be under My Tasks. Click the grant number to go to the grant.



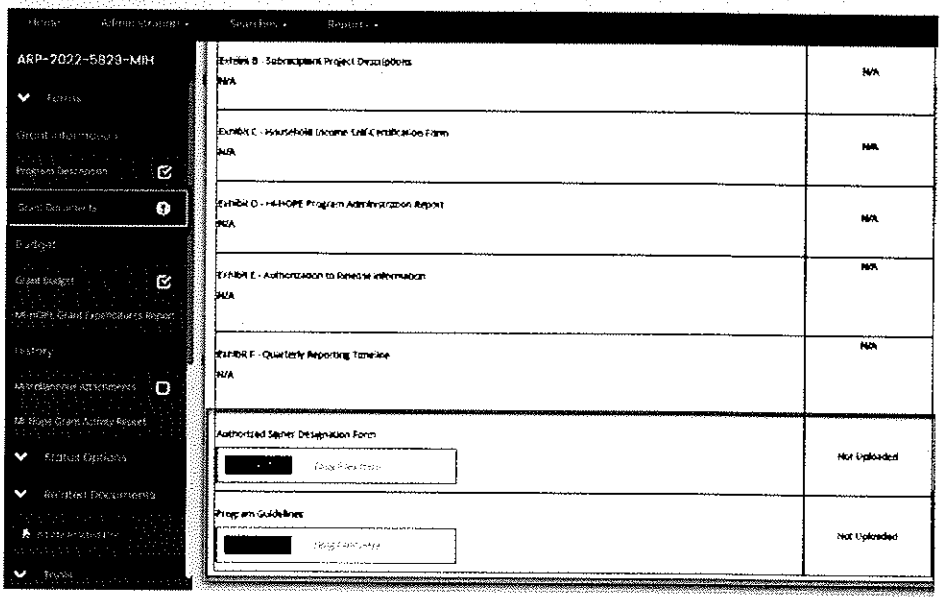

Click Grant Document on the Left-hand side of the screen to go to the Grant Document Screen. Each of the documents can be viewed using the hyperlink for that document. Documents with an upload box require an upload, the required documents depend on the type of agency submitting the grant.

Non-Profit

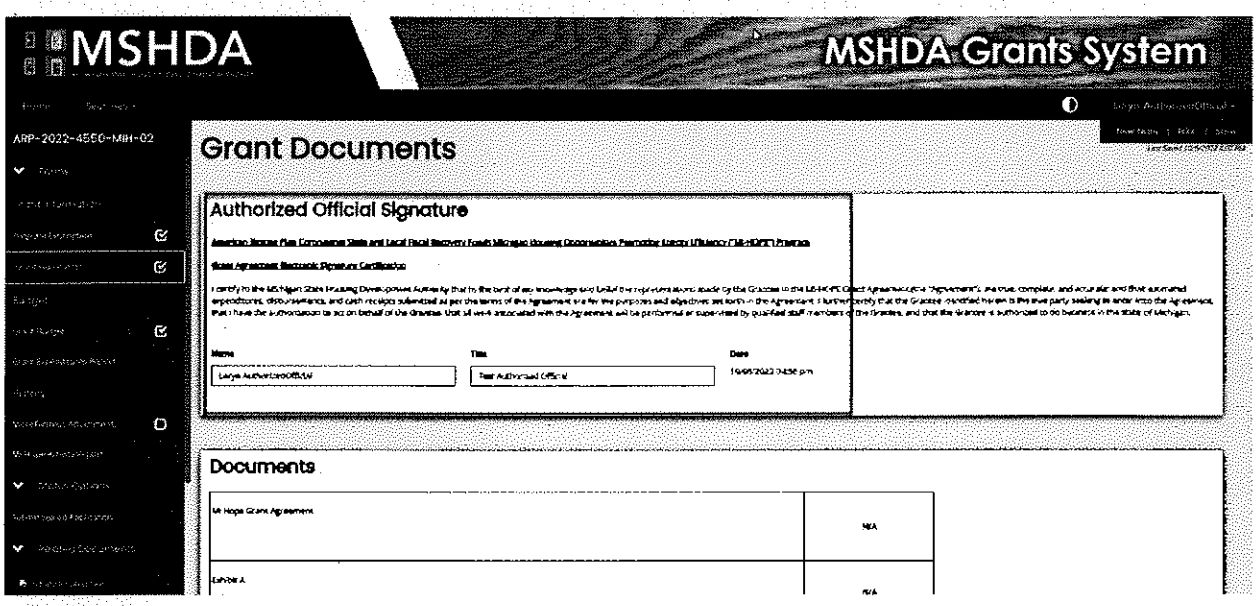
- Certified Board Resolution
- Grant Closing Statement
- Program Guidelines

Local Unit of Government

- Authorized Signer Designation Form
- Program Guidelines



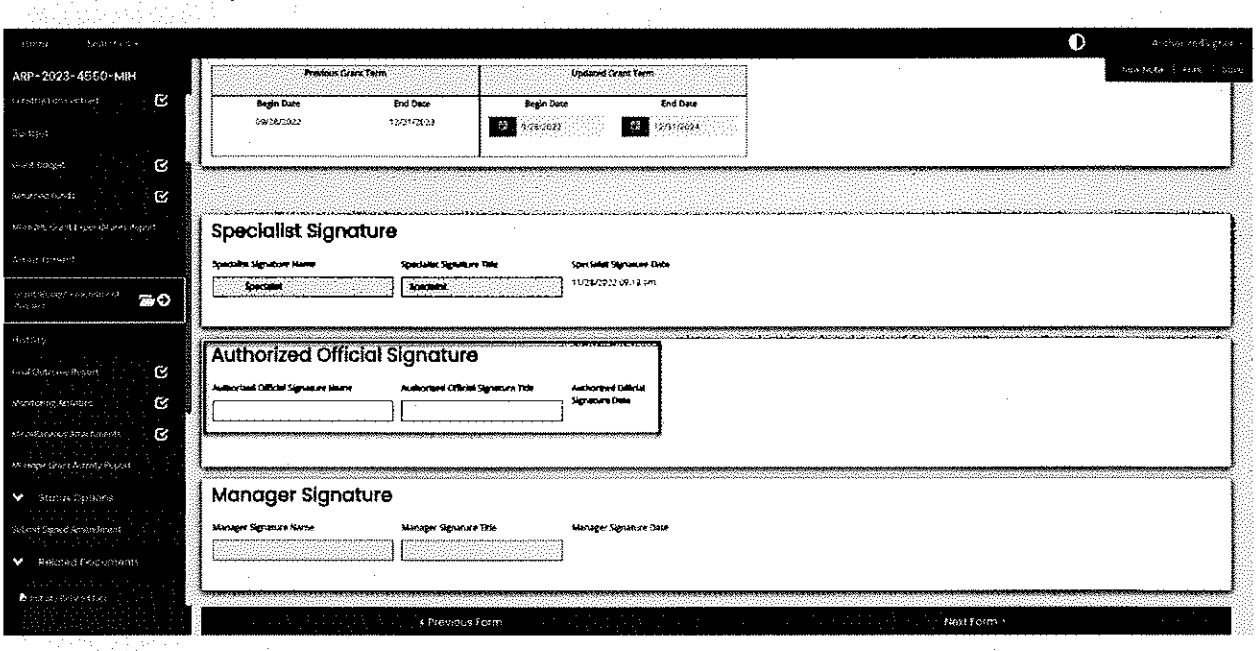
After uploading the attachments, the Authorized Official will scroll up and enter their name and Title to sign the agreement. If the name entered doesn't match the User Profile, they will not be able to sign the agreement. Then click Save. Once it is signed, they will click Submit Signed Application on the left-hand side of the screen under Status Options followed by the OK button on the pop-up.




## Amendments

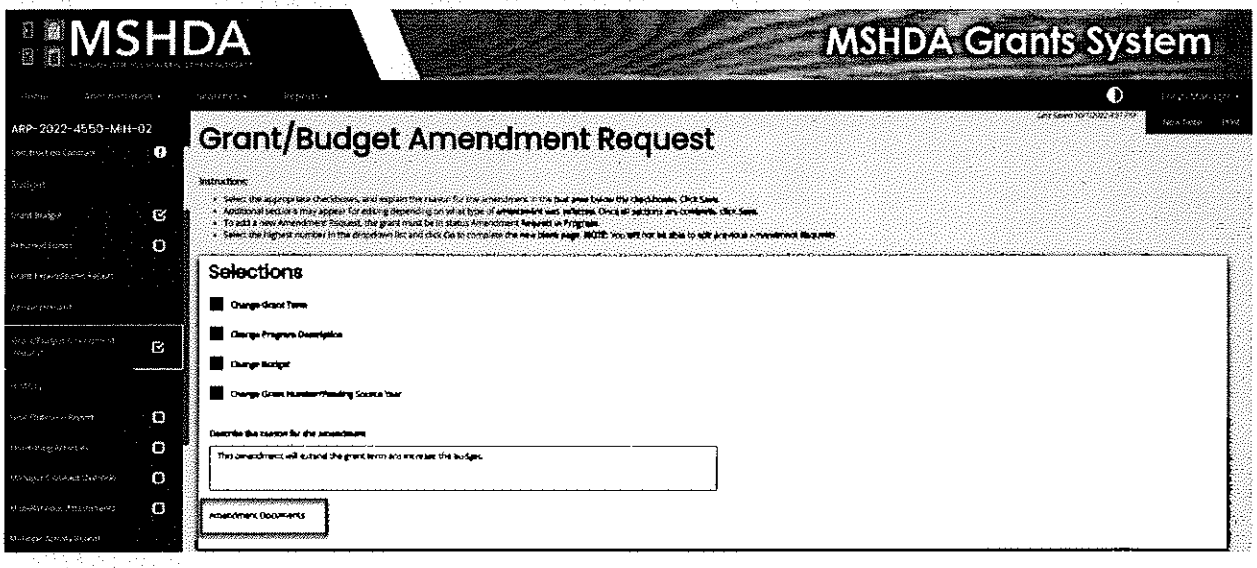
### Amendment Grantee Signatures Required

Your Champion will complete the amendment in the system. Once the amended contract is ready to be signed. the grantees Authorized Signer or Authorized Official will log into IGX system and go to the grant. Click Grant/Budget Amendment Request to go to the amendment. Check to make sure that everything is correct. Click Sent to Amendment Grantee Signature Required or Return to amendment Specialist Review Required.



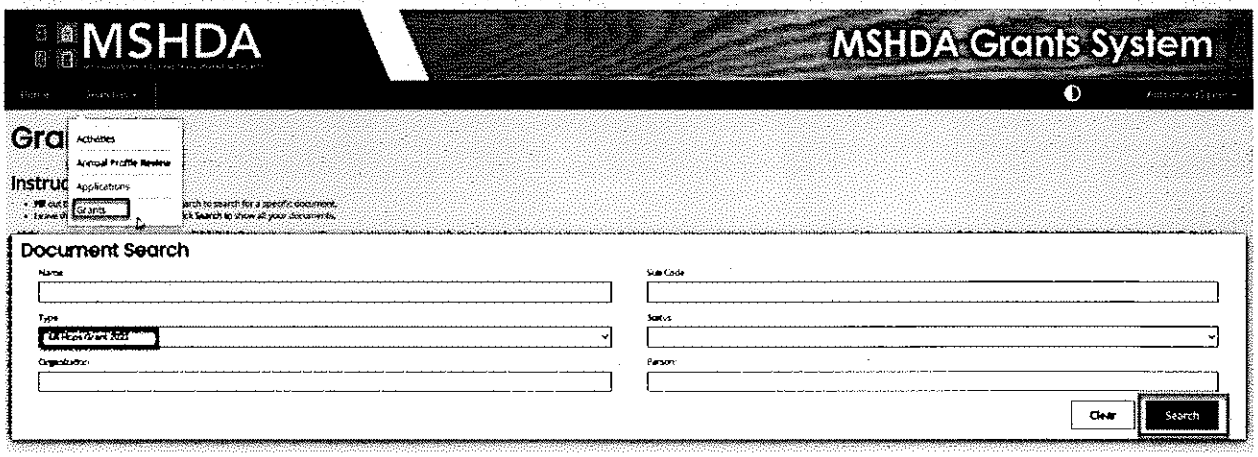
Amended Contract

The amendment contract with signatures included can be found under Grant/Budget Amendment Request once it's been signed.




## Construction Contracts

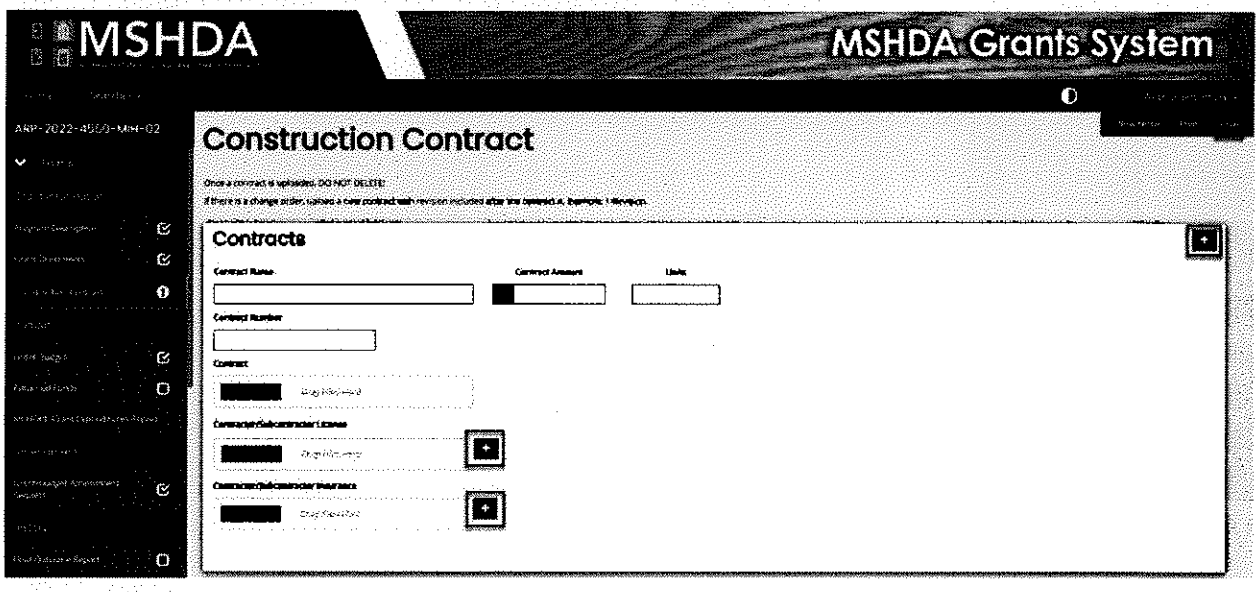
The **Authorized Signer** or **Agency Administrator** will log into IGX and go to the MI-HOPE grant either using MY Tasks or the Search menu. To use the Search Option, Click Search, then Grants. Enter MI-HOPE Grant for the Type and the organizations name under Organization. Click Search. Click the grant number to take you to the grant.



Click Construction Contract on the left-hand menu to add a contract. Complete the form including the Contract name, Contract Amount, number of Units, Contract Number. You will also need to upload the contract, Contractor/Subcontractor License, and Contractor/Subcontractor Insurance. If you need to add more than 1 License or Insurance document, click the + mark at the end of the line to add another line. If you have a contract that covers more than 1 house, you can upload it once and enter the number of houses the contract covers under units. Click Save in the top right-hand corner of the screen to save.

To add another contract, click the + mark at the top right of the form.

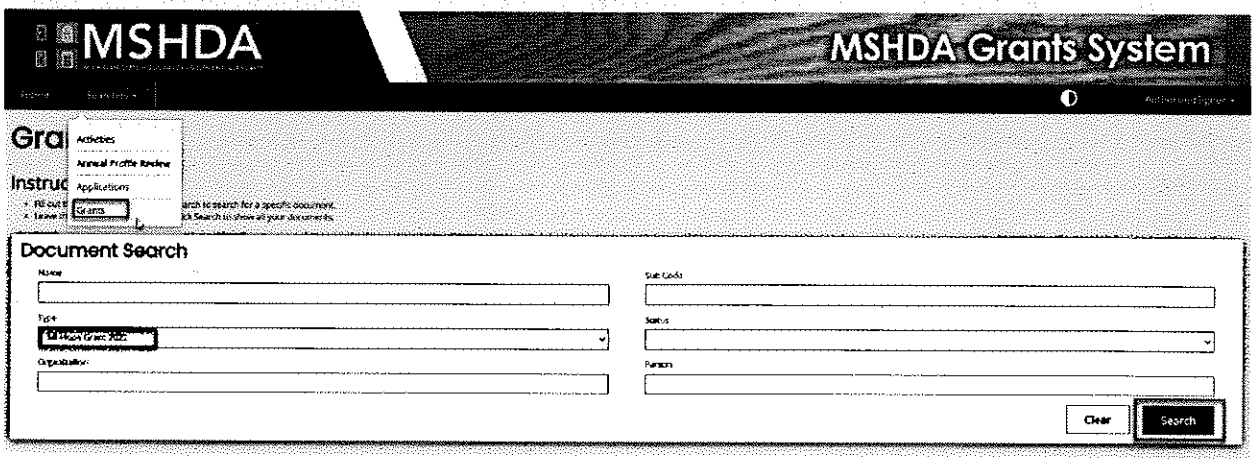
Once a contract is uploaded do not delete it. If there is a change order, upload a new contract with revision included after the contract number. Example: 1-Revision.



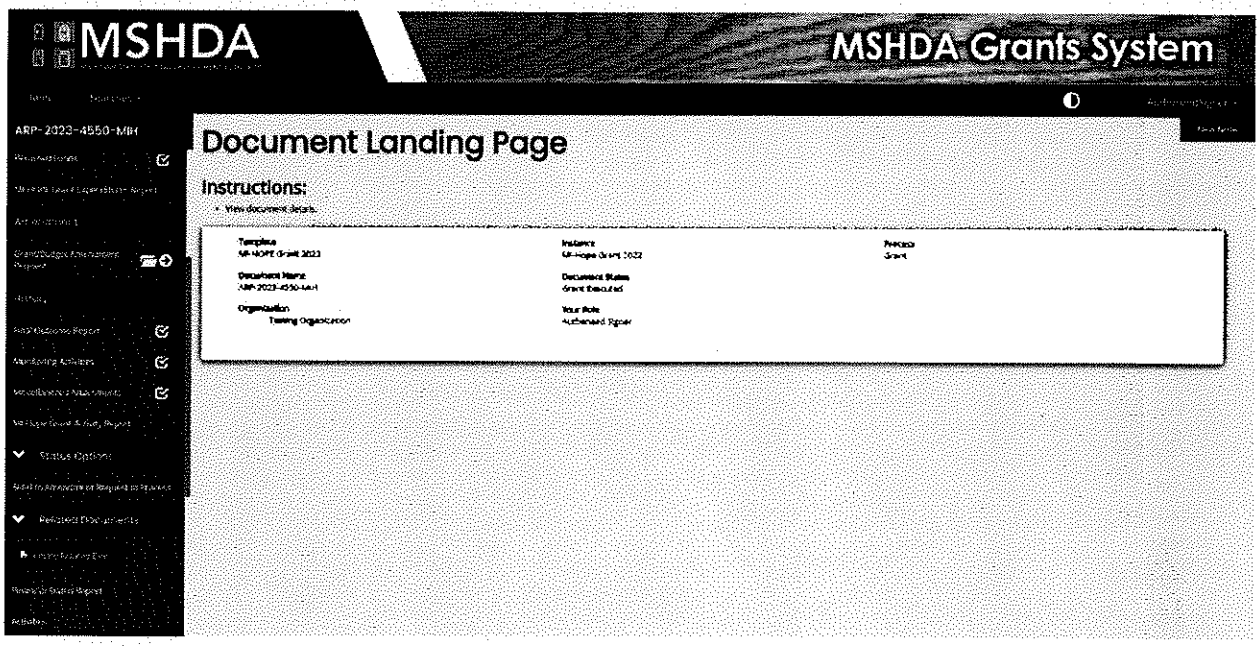

## Activities

### Activity Form

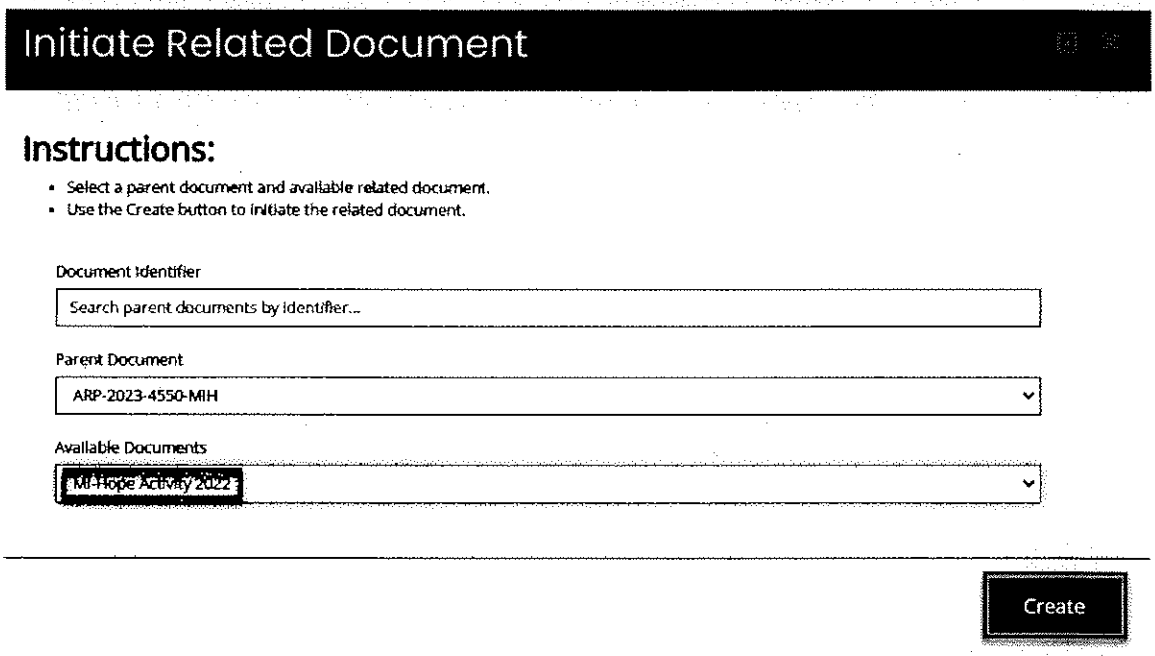
The **Authorized Official, Agency Administrator, or Authorized Signer** will log into IGX and go to the MI-HOPE grant either using MY Tasks or the Search menu. To use the Search Option, Click Search, then Grants. Enter MI-HOPE Grant for the Type and the organizations name under Organization. Click Search. Click the grant number to take you to the grant.



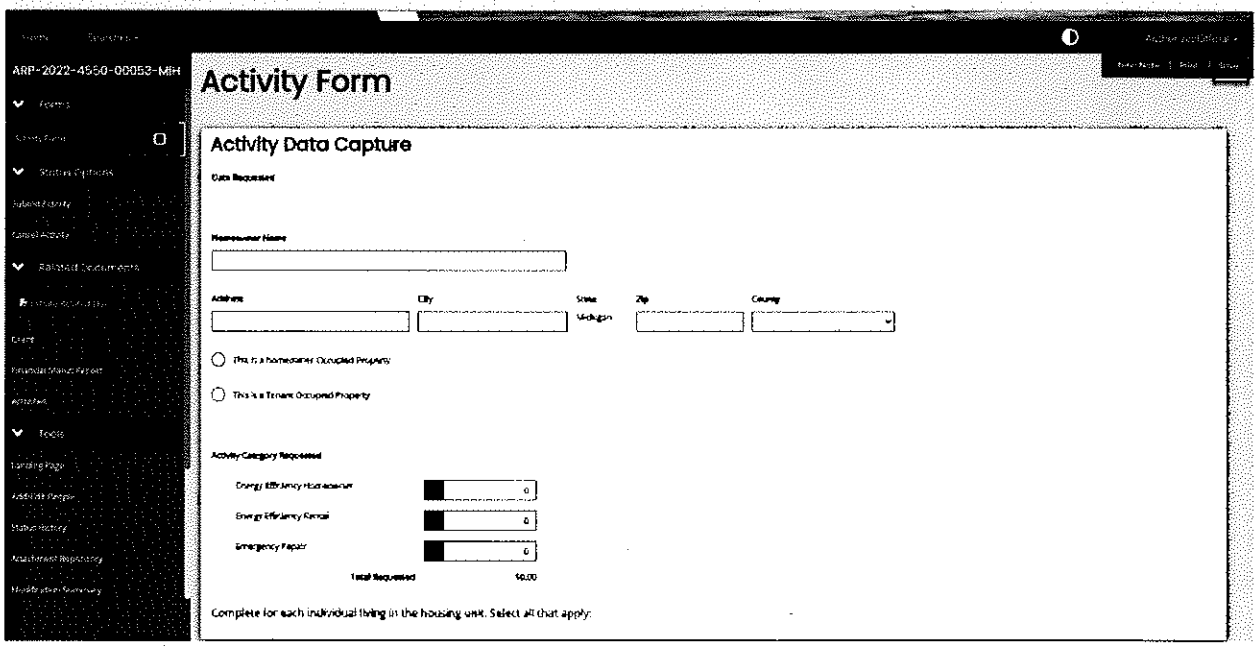

Click Initiate Related Doc from the lefthand menu.



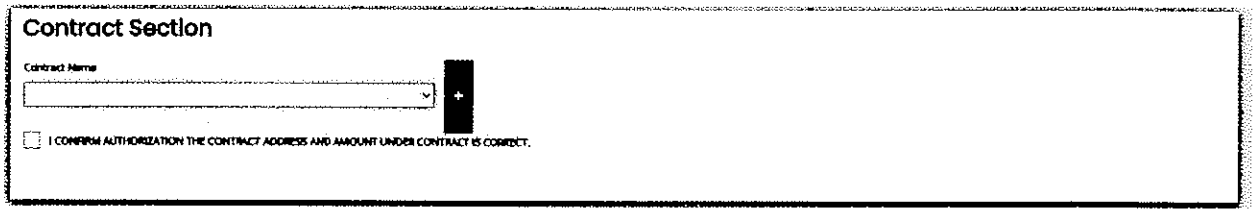
Select MI-HOPE Activity from the Available Document dropdown and click Create.




Click Activity Form on the left-hand menu. Complete the Activity Form. Save using the Save button at the top right-hand corner of the screen. Using the left-hand menu click Submit Activity to send it to your Champion or Cancel Activity to cancel it.



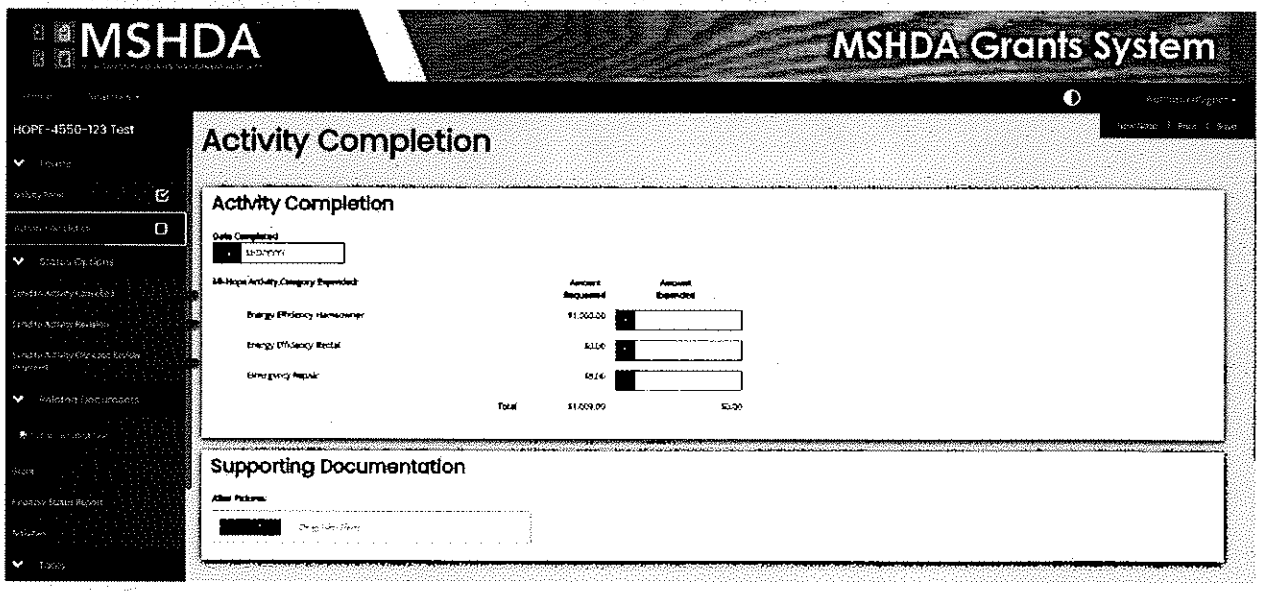
When you get to the contract section you will need to select one of the contracts created under Construction Contracts. Use the drop down to select the contract. If you need to add another contract to this activity you can click the + mark to add another line. If the contract for this house is not listed, you will need to add the contract using Construction Contracts to add it before completing the Activity. You're Champion will check the box confirming that the contract is correct. MSHDA will review the contracts in the Contract Section and will return the Activity for modification if problems are found.




## Activity Completion

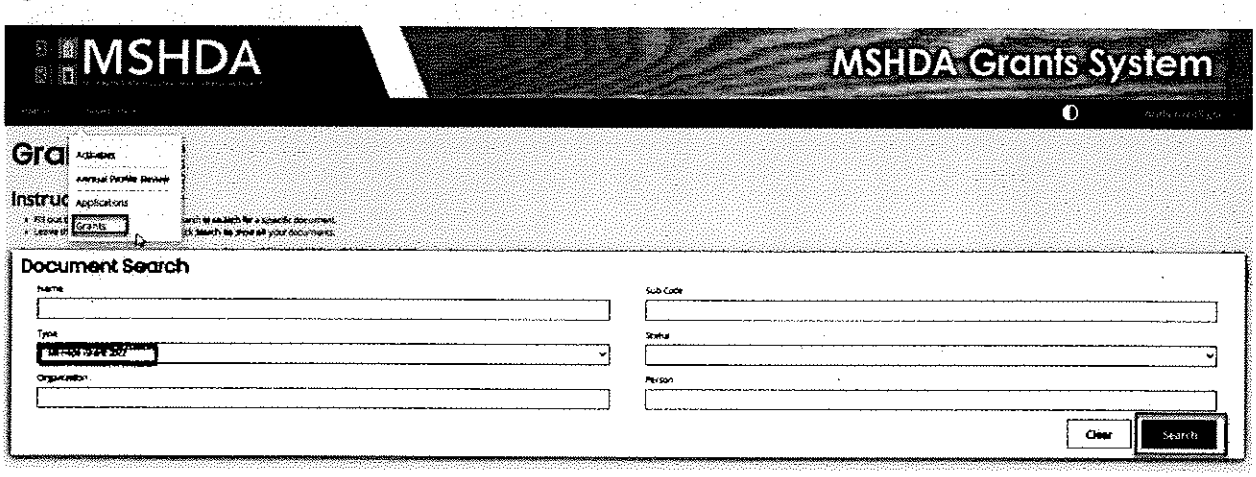
The **Authorized Official, Agency Administrator, or Authorized Signer** will log into IGX and go to the MI-HOPE grant either using MY Tasks or the Search menu. To use the Search Option, Click Search, then Grants. Enter MI-HOPE Grant for the Type and the organizations name under Organization. Click Search. Click the grant number to take you to the grant.

Click Activity on the left-hand menu then select the Activity you want to work on from the pop-up. Click Activity Completion on the left-hand menu. Complete the Activity Completion form. This should update the amount to what happened. Save using the Save button at the top right-hand corner of the screen. You can cancel the activity, send it back for revisions to the Activity Form, or submit it using Send to Activity Closeout Review Required. If the house went over the originally approved amount you will need to send it back for revisions to the original Activity Form.

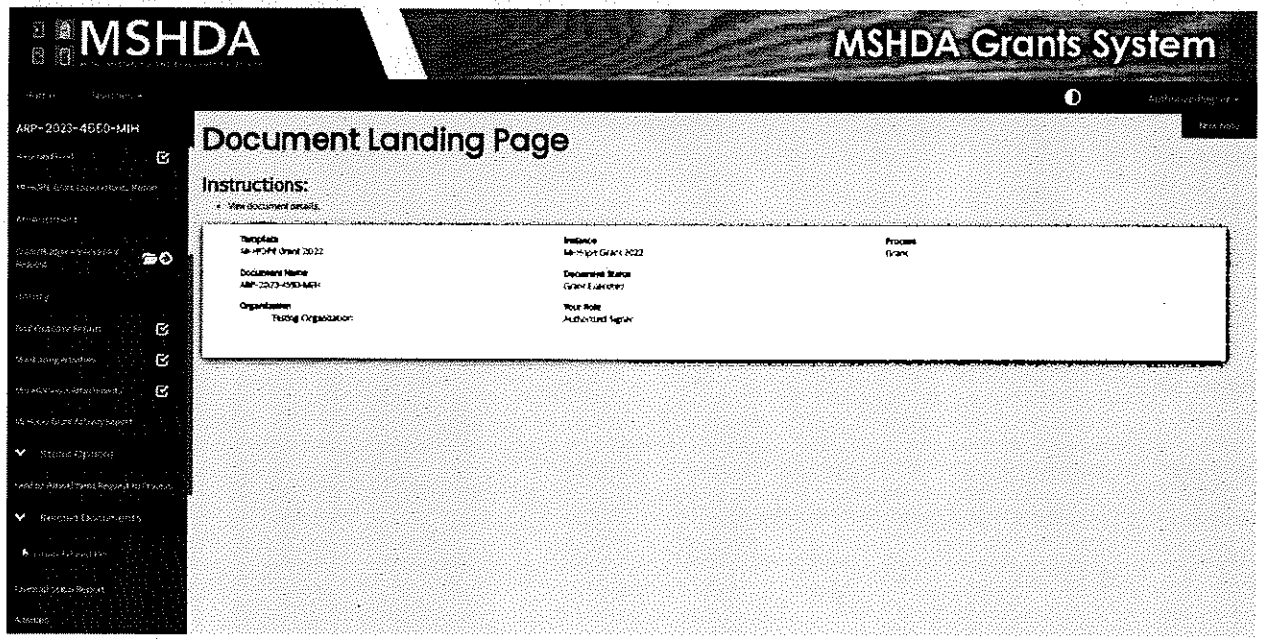


## Financial Status Reports (FSR)

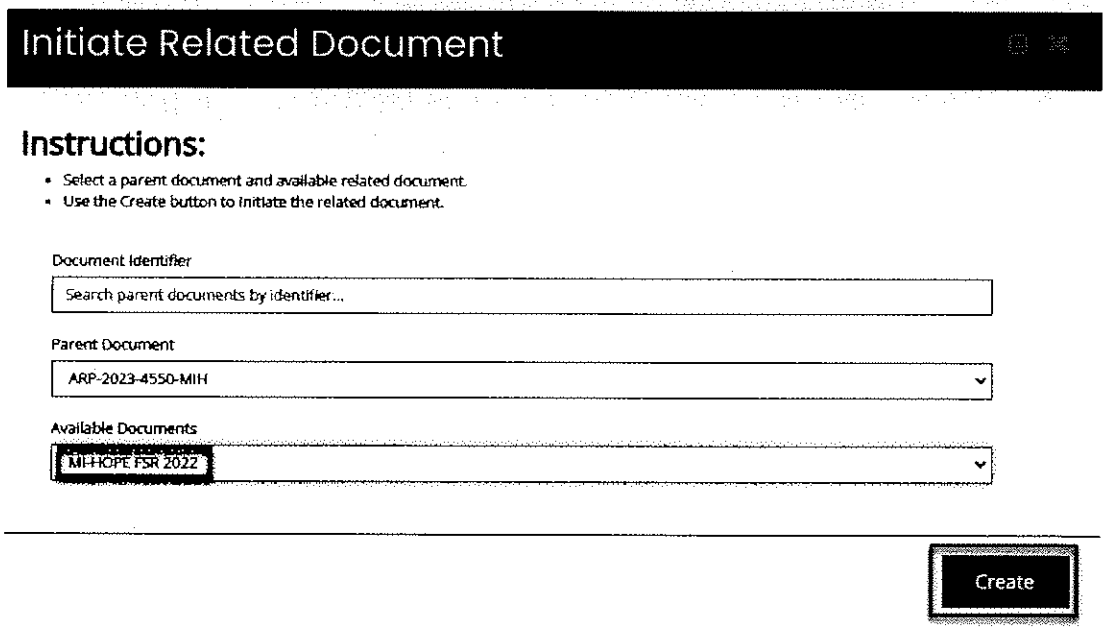
The **Authorized Signer** will log into IGX and go to the MI-HOPE grant either using MY Tasks or the Search menu. To use the Search Option, Click Search, then Grants. Enter MI-HOPE Grant for the Type and the organizations name under Organization. Click Search. Click the grant number to take you to the grant.




Click Initiate Related Doc from the lefthand menu.



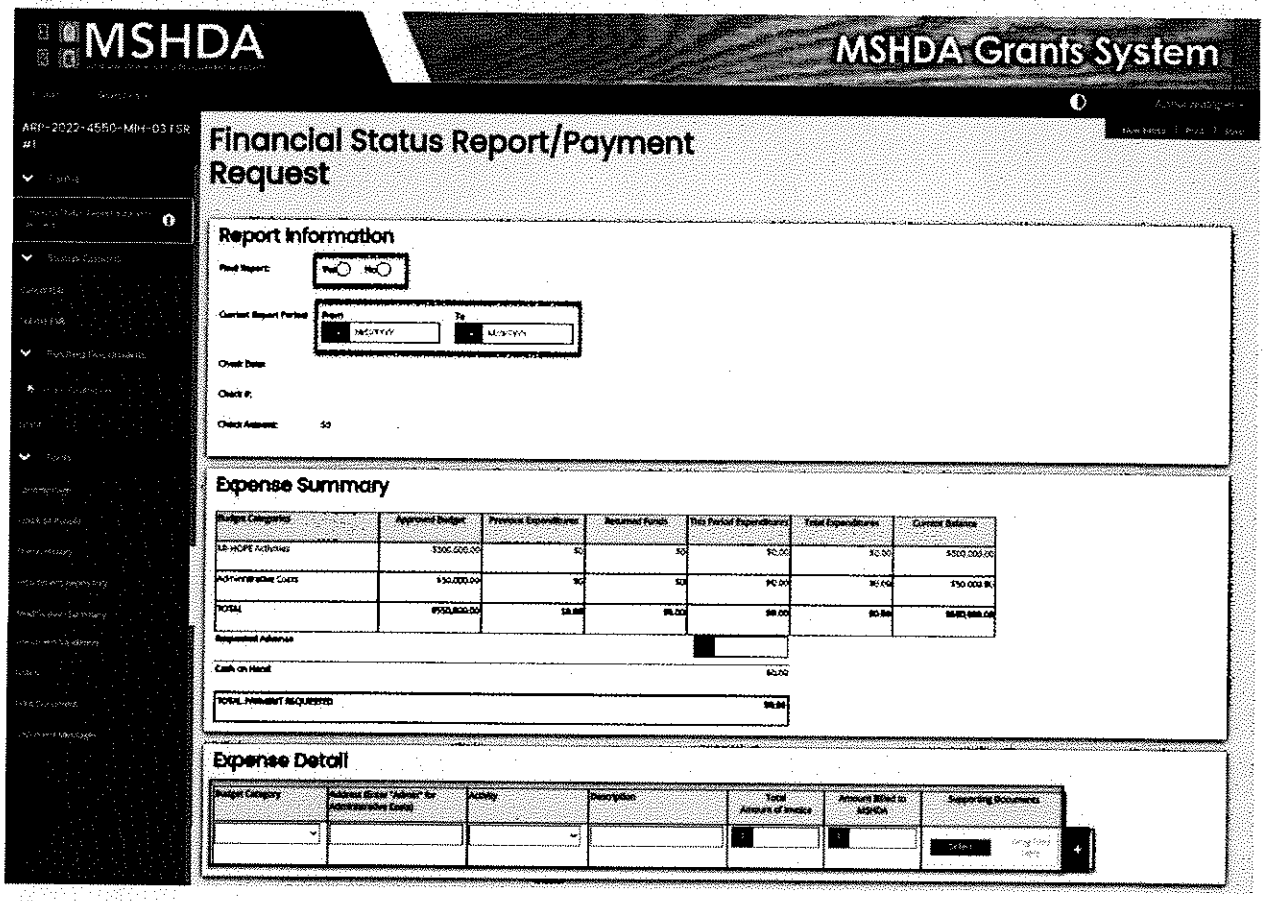
Select MI-HOPE FSR from the Available Document dropdown and click Create.




To complete the FSR you will need to complete the following sections.

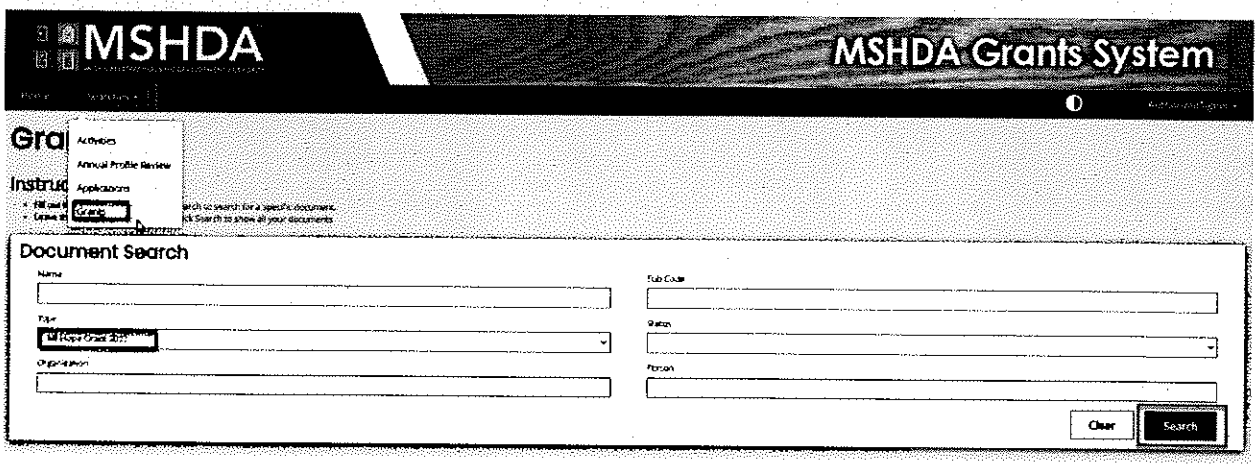
- ☐ Select the radio button determining if this is the final FSR or not.
- ☐ Fill in the Current Report Period. This should encompass all the dates on the invoices in the FSR.
- ☐ Complete the Expense Detail section for each house included in this FSR. If you need to include more than one line, click the + button at the end of the Expense Detail line.
  - Budget Category-Use the drop down to choose MI-HOPE or admin.
  - Address-Enter the address.
  - Activity-Use the drop down to select the MI-HOPE eligible activity.
  - Description-Enter a description for the MI-HOPE eligible activity.
  - Total Amount of Invoice-Enter the total amount of the invoice, including money that will not be covered by the MSDHA grant.
  - Amount Billed to MSHDA-This should include only the amount of the amount of the invoice that will be billed to MSHDA.
  - Supporting Documentation-Upload the invoice(s).

The FSR can be cancelled or submitted by the **Authorized Signer** using the Cancel FSR or Submit FSR on the left-hand menu. After the FSR is submitted, it will be reviewed by the Specialist, Manager, and Director within MSHDA. If errors are found, the FSR will be returned for modifications.

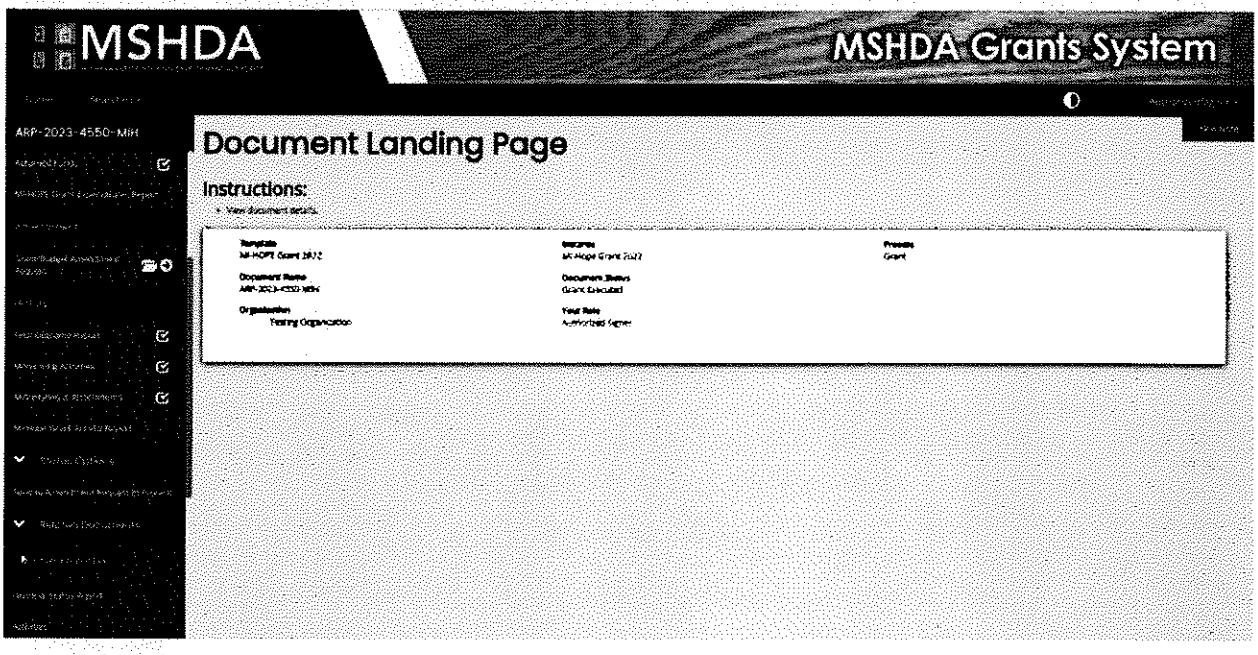



Returning to an FSR in Progress

Log into IGX and go to the MI-HOPE grant either using MY Tasks or the Search menu. To use the Search Option, Click Search, then Grants. Enter MI-HOPE Grant for the Type and the organizations name under Organization. Click Search. Click the grant number to take you to the grant.



Scroll the lefthand menu down and click Financial Status Report.

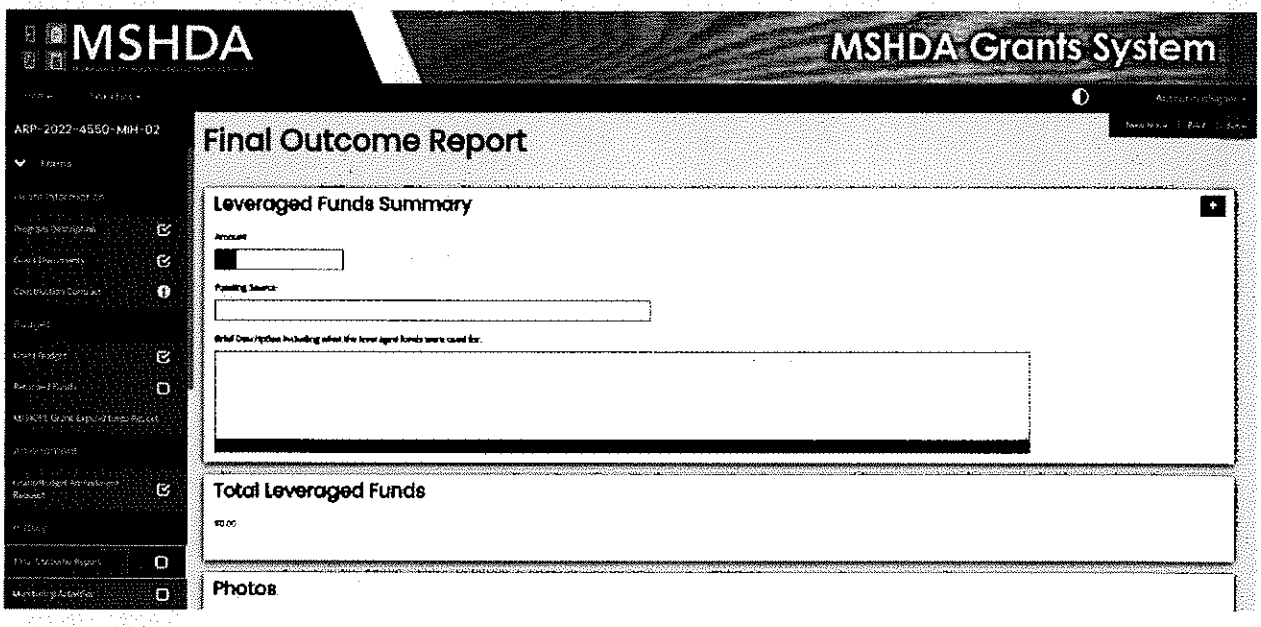



## Final Outcome Report

The Final Outcome Report is used to close out the grant after all funds have been spent and the grant term is over.

The **Authorized Signer, Agency Administrator, or Authorized Official** will log into IGX and go to the MI-HOPE grant either using MY Tasks or the Search menu. To use the Search Option, Click Search, then Grants. Enter MI-HOPE Grant for the Type and the organizations name under Organization. Click Search. Click the grant number to take you to the grant.

Click Final Outcome Report on the left-hand menu to get to the Final Outcome Report. Complete the report including the Leveraged Funds Summary, Photos, Survey, and Home Energy Measurables of Cost Savings. Save the form using the Save button at the top right-hand corner of the screen.



CITY OF JACKSON
Founded 1829

**City Manager's Office**

161 W. Michigan Ave. - Jackson, MI 49201
Phone: (517) 788-4035 • Facsimile: (517) 768-5820

**MEMO TO:** Mayor and City Councilmembers

**FROM:** Jonathan Greene, City Manager

**DATE:** August 15, 2023

**SUBJECT:** ARPA-funded Social Workers

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**Recommendation:**

Approve the change in scope of work for the Police Department's social workers.

Attached is a memorandum from Director Elmer Hitt regarding the potential positive outcomes resulting from a change in scope for the Police Department's social workers.

I recommend approving the change in scope. Your consideration and concurrence is appreciated.

# DEPARTMENTAL REPORT

**MEMO TO:** Jonathan Greene, City Manager

**FROM:** Elmer J. Hitt, Director of Police and Fire Services

**DATE:** August 15, 2023

**RECOMMENDATION:** Approval of Change in ARPA Fund Expenditures

## SUMMARY

City Council approved ARPA funds in 2021 to support the Group Violence Intervention (GVI) strategy. Part of this funding was allocated for the hiring of two social workers to provide services to community residents such as crisis intervention, mediation, and referrals. The Jackson Police Department partnered with LifeWays to fill one of these two positions in the coming months. The original approval was narrowly focused on the GVI strategy and those community members associated with group violence. These social worker positions can certainly benefit other members of the community as well. It is the recommendation of the City's ARPA consultant Guidehouse to seek authorization from City Council to utilize these positions for GVI and to serve other members of the community in need of services as well.

## BUDGETARY CONSIDERATIONS

There will be no change to the already approved budgeted use of ARPA funding.

## HISTORY, BACKGROUND and DISCUSSION

Officers of the Jackson Police Department regularly have contact with individuals in need of a wide variety of services in the community. These services include mental health, housing assistance, food assistance, counseling, and childcare to name a few. Officers do not have the expertise in these areas to provide the best level of service our citizens deserve. Having social workers on staff at the Jackson Police Department increases our ability to serve community members in a more professional and dignified manner.

## DISCUSSION OF THE ISSUE

Authorizing the change in scope for the two social worker positions will allow the Jackson Police Department to move forward with filling the two positions. It is anticipated the Lifeways position will be filled by the end of October 2023. There are current talks with the Department of Health and Human Services to fill the second position by the end of 2023.

## POSITION

I recommend approving the change in scope of the social worker positions.

**DEVELOPMENT AGREEMENT**

This Development Agreement ("Agreement"), is made effective on the ___ day of August, 2023 by and between the **City of Jackson**, a Michigan municipal corporation, with offices located at 161 West Michigan Avenue, Jackson, Michigan, 49201 ("City"), and **Pryor's BBQ House, LLC**, whose registered address is PO Box 2613, Ann Arbor, MI 48106 ("Developer").

**WITNESSETH:**

**WHEREAS**, the Developer is the owner of the business Pryor's BBQ House located on the real property in the City of Jackson commonly known as 221 W. Prospect Street, Jackson, Michigan 49203, which will be referred to within this Agreement as the "Property";

**WHEREAS**, Developer, in accordance with a City-approved site plan, rehabilitated and remodeled the prior-existing structure located at the Property, upon which now sits the commercial business known as Pryor's BBQ House;

**WHEREAS**, the Property currently is in compliance with the City of Jackson Code of Ordinances (the "Code") and site plan as approved by the City's Community Development Department;

**WHEREAS**, Developer has timely made all of the required improvements to the Property, including certain required improvements within the public right of way consisting of the relocation and construction of two separate curb cuts within the public right-of-way for which the City has agreed to reimburse Developer the cost thereof at a price of $30 a linear foot;

**WHEREAS**, the reimbursement of the costs for the construction and relocation of the curb cuts within the public right of way was set forth on the approved site plan construction drawings for the property prepared by Architonics architects, Jackson, MI, project no. JCB150031 issued July 24, 2015 and last revised April 27, 2016;

**WHEREAS**, based on the completion of the site plan; right-of-way relocation of the prior-existing curb cuts and other site improvements made as a condition of the site plan, the City has agreed to reimburse the Developer the cost thereof as set forth herein.

**NOW, THEREFORE,** in consideration of the above recitals, the City and the Developer agree as follows:

1. **RECITALS.** The foregoing recitals are incorporated in this Agreement and form a part of this Agreement.

2. **REIMBURSEMENT OF RIGHT-OF WAY IMPROVEMENT COSTS.** The City, as a condition of the construction of the site plan improvements made to the Property by the Developer within the public right-of-way, hereby agrees to

reimburse Developer, within ten (10) business days of the date of this Agreement, the total amount of $44,700 as set forth on the attached receipt prepared by Mata Brothers Construction, receipt no. 053120-17.

3. **CHANGE OF OWNERSHIP INTEREST.** This Development Agreement shall be binding on and inure to the benefit of City and Developer and all of their respective heirs, successors, assigns, and transferees. Any assignment of Developer's interest under this Development Agreement must be approved in writing by the City.

4. **BINDING EFFECT.** This Agreement binds the parties, and their respective successors, legal representatives and assigns.

5. **MODIFICATION AND ASSIGNMENT.** The promises, covenants, terms and conditions herein contained may not be modified, altered, or extended without the mutual written consent of the parties.

6. **NOTICE.** Except as otherwise specified herein, all notices, consents, approvals, requests and other communications (collectively called "Notices") required or permitted under this Agreement must be given in writing and are effective on delivery. Delivery may be or nationally recognized overnight courier delivery service with next business day delivery, with delivery receipt obtained. Notices shall simultaneously be emailed to the recipient. Unless otherwise notification is given to all recipients, the mailing and email addresses are as follows:

If to the City:

City of Jackson
161 West Michigan Avenue
Jackson, MI 49201
Attn: City Manager
jgreene@cityofjackson.org

With a copy to:

City Attorney's Office
161 West Michigan Avenue
Jackson, MI 49201
Attn: City Attorney
mhagerty@cityofjackson.org

If to Developer:

Larry Pryor
221 W. Prospect
Jackson, MI 49203

7. **SEVERABILITY.** If any one or more provisions of this Agreement, or in any instrument or other document delivered pursuant to this Agreement, or the application thereof to any person or circumstance is, to any extent, declared or determined to be invalid or unenforceable, the validity, legality and enforceability of the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected or impaired thereby, and each provision of this Agreement is valid and enforceable to the fullest extent of the law.

8. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which is deemed an original document, but together constitute one instrument.

9. **GOVERNING LAW AND INTERPRETATION.** The laws of the State of Michigan govern this Agreement and the venue for all proceedings in connection with this Agreement shall be Jackson County, Michigan. The pronouns and relative words used are written in the masculine and singular only. If more than one joins in the execution hereof as Developer or is of the feminine sex or a corporation or limited liability company, such words are read as if written in plural, feminine, or neuter, respectively. This Agreement is a result of negotiation between the parties, and accordingly, it will not be construed against either party if a dispute or litigation arises out of this Agreement.

10. **HEADINGS.** The sections and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the interpretation of the Agreement.

11. **LEGAL REPRESENTATION.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.

12. **ENTIRE AGREEMENT.** This Agreement and any Exhibits attached hereto represent the entire agreement between the parties regarding its subject matter, and supersedes and cancels any and all prior discussions, negotiations, proposals, undertakings, understandings and agreements, whether written or oral, regarding this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the __ day of August, 2023.

**DEVELOPER:**

**Pryor's BBQ House, LLC**

**By: _____**
**Larry Pryor**
**Its: Managing Member**

**August __, 2023**

**CITY:**

**City of Jackson**

**By: _____**
**Jonathan Greene**
**Its: City Manager**

**August __, 2023**